



'05 JUL 19 PM 1 07

05-00192

5 TN REGULATORY AUTHORITY
DOCKET ROOM

MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

**FOR THE
STATE
OF
TENNESSEE**

KMC Data LLC

and

United Telephone – Southeast, Inc.

Effective: June 15, 2005

Ending: June 14, 2007

TABLE OF CONTENTS

	<u>Page No.</u>
PART A - DEFINITIONS.....	2
1. DEFINED TERMS	2
PART B – GENERAL TERMS AND CONDITIONS.....	18
1. SCOPE OF THIS AGREEMENT	18
2. REGULATORY APPROVALS AND CHANGES IN LAW.....	19
3. TERM AND TERMINATION.....	20
4. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS	21
5. CHARGES AND PAYMENT	22
6. AUDITS AND EXAMINATIONS	22
7. INTELLECTUAL PROPERTY RIGHTS.....	25
8. LIMITATION OF LIABILITY	25
9. INDEMNIFICATION.....	25
10. BRANDING	27
11. REMEDIES	27
12. CONFIDENTIALITY AND PUBLICITY	28
13. WARRANTIES	30
14. ASSIGNMENT AND SUBCONTRACT	30
15. GOVERNING LAW	31
16. RELATIONSHIP OF PARTIES.....	31
17. NO THIRD PARTY BENEFICIARIES.....	32
18. NOTICES.....	32
19. WAIVERS.....	33
20. SURVIVAL.....	33
21. FORCE MAJEURE	33
22. GENERAL DISPUTE RESOLUTION	35
23. NON-DISCRIMINATORY TREATMENT.....	36

24.	COOPERATION ON FRAUD.....	36
25.	TAXES	36
26.	AMENDMENTS AND MODIFICATIONS.....	36
27.	SEVERABILITY.....	37
28.	HEADINGS NOT CONTROLLING.....	37
29.	ENTIRE AGREEMENT	37
30.	COUNTERPARTS.....	37
31.	SUCCESSORS AND ASSIGNS	37
32.	IMPLEMENTATION OF THE AGREEMENT	37
	PART C - GENERAL PRINCIPLES	39
1.	USE OF FACILITIES	39
2.	PRICE SCHEDULE	40
3.	LOCAL SERVICE RESALE.....	41
4.	INTERCONNECTION AND RECIPROCAL COMPENSATION	41
5.	UNBUNDLED NETWORK ELEMENTS	45
6.	SECURITY DEPOSIT.....	45
	PART D - LOCAL RESALE	59
1.	TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE.....	59
2.	GENERAL TERMS AND CONDITIONS.....	59
3.	SERVICE FUNCTIONS	63
	PART E - NETWORK ELEMENTS	65
1.	GENERAL.....	65
2.	USE OF UNBUNDLED NETWORK ELEMENTS.....	65
3.	BONA FIDE REQUEST PROCESS	66
4.	INDIVIDUAL CASE BASIS PRICING.....	68
5.	NETWORK INTERFACE DEVICE	68
6.	LOOP	69
7.	INSTALL, MAINTENANCE AND REPAIR TESTING	69

8	SUBLOOPS	81
9	LOCAL CIRCUIT SWITCHING	83
10	DEDICATED TRANSPORT	84
11	SIGNALING SYSTEMS	91
12	911 AND E911	91
13	OPERATIONS SUPPORT SYSTEMS (OSS)	92
14	LOOP MAKE-UP INFORMATION	92
15	INTENTIONALLY LEFT BLANK	93
16	UNE COMBINATIONS	93
17	LINE SPLITTING	99
18	PENDING OR NO FACILITIES	99
19	MODIFICATIONS TO SPRINT'S EXISTING NETWORK	100
20	LINE SHARING	102
21	CALL-RELATED DATABASES	104
	PART F – INTERCONNECTION	109
1.	LOCAL INTERCONNECTION TRUNK ARRANGEMENT	109
2.	INTERCONNECTION COMPENSATION MECHANISMS	116
3.	SIGNALING	118
4.	NETWORK SERVICING	119
5.	NETWORK MANAGEMENT	122
6.	USAGE MEASUREMENT	122
7.	TRANSIT TRAFFIC	123
8.	INDIRECT TRAFFIC	124
9.	RESPONSIBILITIES OF THE PARTIES	126
	PART G – LOCAL NUMBER PORTABILITY	128
1.	SPRINT PROVISION OF NUMBER PORTABILITY	128
2.	INTERIM NUMBER PORTABILITY (“INP”)	128
3.	NUMBER PORTABILITY (“NP”)	131

4.	REQUIREMENTS FOR INP AND NP.....	132
	PART H – INTENTIONALLY LEFT BLANK.....	135
1.	PROCEDURES.....	136
2.	ORDERING AND PROVISIONING.....	139
3.	BILLING AND RECORDING.....	155
4.	PROVISION OF SUBSCRIBER USAGE DATA.....	163
5.	GENERAL NETWORK AND MAINTENANCE REQUIREMENTS.....	172
6.	MISCELLANEOUS SERVICES AND FUNCTIONS.....	176
	PART J - REPORTING STANDARDS.....	192
1.	GENERAL.....	192
	PART K – COLLOCATION.....	193
1.	SCOPE OF COLLOCATION SECTION.....	193
2.	TERMINATION OF DECOMMISSIONED COLLOCATION SPACE.....	193
3.	COLLOCATION OPTIONS.....	195
4.	DEMARCATIION POINT.....	204
5.	APPLICATION PROCESS.....	204
6.	SPACE RESERVATION.....	210
7.	PROVISIONING INTERVALS.....	211
8.	CONSTRUCTION AND COMMENCEMENT OF BILLING.....	211
9.	EQUIPMENT.....	214
10.	AUGMENTS AND ADDITIONS.....	215
11.	USE OF COMMON AREAS.....	216
12.	CROSS CONNECTIONS.....	218
13.	ENTRANCE FACILITIES.....	219
14.	RATES.....	220
15.	SPRINT SERVICES AND OBLIGATIONS.....	221
16.	CLEC’S OBLIGATIONS.....	228
17.	BUILDING RIGHTS.....	235

18.	INSURANCE	237
19.	INDEMNIFICATION.....	238
20.	INTENTIONALLY LEFT BLANK	238
21.	PARTIAL DESTRUCTION.....	239
22.	EMINENT DOMAIN.....	239
23.	INTENTIONALLY LEFT BLANK	240
24.	ASBESTOS	240
25.	MISCELLANEOUS.....	240
	TABLE TWO	242
	1.0 PURPOSE	248
	2.0 IDENTIFYING THE PROBLEM.....	248
	3.0 SITE CONTROL.....	248
	4.0 ENVIRONMENTAL CONCERNS.....	249
	5.0 EMERGENCY RESTORATION PLAN FOR CSO ORGANIZATION	250
	6.0 EMERGENCY RESTORATION	251
	7.0 EMERGENCY RESTORATION PRIORITY.....	252
	8.0 WORK DISTRIBUTION RECOMMENDATION	252
	9.0 EMERGENCY RESTORATION PLAN FOR NETWORK ORGANIZATION CENTER	253
	10.0 RECOVERY PROCEDURES.....	255
	11.0 T1 IDENTIFICATION PROCEDURES	258
	12.0 ACRONYMS.....	258

INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement (the "Agreement"), entered into this 15th day of June 2005, is entered into by and between KMCDATA LLC ("KMC"), a Delaware limited liability corporation, and United Telephone – Southeast, Inc., a Virginia corporation ("Sprint"), to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for KMC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, KMC wishes to purchase Telecommunications Services for resale to others, and Sprint is willing to provide such service; and

WHEREAS, KMC wishes to purchase unbundled network elements, ancillary services and functions and additional features ("Network Elements"), and to use such services for itself or for the provision of its Telecommunications Services to others, and Sprint is willing to provide such services, and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Tennessee Regulatory Authority (the "Commission"), and

WHEREAS, the parties wish to replace any and all other prior interconnection agreements, written and oral, applicable to the state of Tennessee.

Now, therefore, in consideration of the terms and conditions contained herein, KMC and Sprint hereby mutually agree as follows:

PART A - DEFINITIONS

1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Article shall have the meanings as set forth herein. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.3. "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 1.4. "Act" means the Communications Act of 1934, as amended
- 1.5. "Active Collocation Space" means the space within a Sprint premises that has sufficient telecommunications infrastructure systems to house telecommunications equipment, which can be designated for physical collocation. Infrastructure systems include but are not limited to, floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems (AC poser), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge. Space within controlled environmental vaults (CEVs), huts and cabinets and similar eligible structures that can be designated for physical collocation shall be considered Active Collocation Space.
- 1.6. "Advanced Intelligent Network (AIN)" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the Switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features or services
- 1.7. "Affiliate" is as defined in the Act.
- 1.8. "Applicable Law" means all laws including, but not limited to, the Act, the effective regulations, rules, and orders of the FCC and the state Commission, and any effective orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or order of the FCC or the state Commission as of the Effective Date

- 1.9 “Automated Message Accounting (AMA)” is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.
- 1.10 “Automatic Location Identification (ALI)” is a feature developed for E911 systems that provides for a visual display of the caller’s telephone number, address and the names of the Emergency Response agencies that are responsible for that address. The competitive local exchange company will provide ALI record information in the National Emergency Number Association (“NENA”) format. The ALI also shows an Interim Number Portability (“INP”) number if applicable.
- 1.11 “Automatic Location Identification/Data Management System (ALI/DMS)” means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.
- 1.12. “Automatic Number Identification (ANI)” is a feature that identifies and displays the number of a telephone line that originates a call.
- 1.13 “Automatic Route Selection (ARS)” is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.14 “ATU – C” refers to an ADSL Transmission Unit – Central Office
- 1.15 “Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI)” means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber’s telephone line.
- 1.16 “Business Day(s)” means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.17 “Cable Vault” shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.
- 1.18 “Carrier Access Billing System (CABS)” is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity.

services Sprint's carrier access billing system is its Carrier Access Support System (CASS) CASS mirrors the requirements of CABS

- 1.19. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Sprint equipment that is under the control of Sprint and for which Sprint has the right to grant access and/or occupation by third parties.
- 1.20. "Central Office Switches" ("COs") - are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.20.1 "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered
 - 1.20.2 "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.20.3. "Remote Switches" are switches that are away from their host or control office All or most of the central control equipment for the remote switch is located at the host or control office
 - 1.20.4 Central office switches may be employed as combination end office/Tandem Office Switches (Combination Class 5/Class 4).
- 1.21. "Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 1.22. "CHARGE NUMBER" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party
- 1.23. "CLASS" (Bellcore Service Mark) -- Service features that utilize the capability to forward a calling party's number between end offices as part of call set-up. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing
- 1.24. "CLASS/LASS" (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing
- 1.25. "COLLOCATION":
 - 1.19.1 "Physical Collocation" is as defined in 47 C F R. 51.5. Terms related to Physical Collocation are defined in Part K of this Agreement or applicable collocation tariff, as appropriate.
 - 1.19.2 "Virtual Collocation" is defined in 47 C F.R. 51.5. Terms related

to Virtual Collocation are defined in Part K of this Agreement or applicable collocation tariff, as appropriate.

- 1.26. "Collocation Arrangement" refers to a single, specific provision of Collocation in a particular Premises, not limited to a cage enclosing KMC's equipment within the Premises
- 1.27. "Collocation Point of Termination" shall mean the physical demarcation point at which the Sprint responsibility for the provisioning of service ends, as described in Section 6
- 1.28. "Collocation Space" shall mean an area of space as agreed between the parties, located in a Building to be used by KMC to house telecommunications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable
- 1.29. "Commingle" means the act of Commingling.
- 1.30. "Commingling" means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that CLEC has obtained at wholesale from Sprint or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services
- 1.31. "Commission" means the Tennessee Regulatory Authority
- 1.32. "Common Channel Signaling (CCS)" is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.33. "Common Transport" provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Sprint's network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.
- 1.34. "Confidential and/or Proprietary Information" has the meaning set forth in Article 12 of Part B -- General Terms and Conditions.
- 1.35. "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements
- 1.36. "Controlled Environment Vault" shall mean a below ground room other than a Central Office Building which is controlled by Sprint and which is suitable for collocation of telecommunications equipment.

- 1.37. "Copper Loop" is a stand-alone Local Loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade copper Loops, digital Copper Loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire Copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the Copper Loops are in service or held as spares. The Copper Loop includes attached electronics using time division multiplexing technology, but does not include PacketS witching Capabilities.
- 1.38. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.39. "Customer Proprietary Network Information (CPNI)" is as defined in the Act.
- 1.40. "Database Management System (DBMS)" is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.41. "Date of Occupancy" shall mean the date on which KMC first occupies the Collocation Space pursuant to this Agreement.
- 1.42. "Dedicated Transport" includes Sprint transmission facilities between Wire Centers or switches owned by Sprint, or between Wire Centers or switches owned by Sprint and switches owned by CLEC, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.
- 1.43. "Demarcation Point" is that point on the loop where Sprint's control of the facility ceases, and the End User Customer's control of the facility begins.
- 1.44. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.
- 1.45. "Directory Assistance Database" refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.46. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.47. "DS1 Loop" is a digital Local Loop having a total digital signal speed of 1 544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.

- 1.48. "DS3 Loop" is a digital Local Loop having a total digital signal speed of 44 736 megabytes per second.
- 1.49. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer
- 1.50. "Duct" is a single enclosed path to house facilities to provide telecommunications services
- 1.51. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.52. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions
- 1.53. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies
- 1.54. "Emergency Service Number (ESN)" is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
- 1.55. "EMI" (Exchange Message Interface System) is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions)."
- 1.56. "Enhanced 911 Service (E911)" means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.
- 1.57. "Enhanced Extended Link" ("EEL") for purposes of this Agreement refers to the combination of unbundled network elements, specifically Local Loop, multiplexing (MUX) if necessary and Dedicated Transport, in the Sprint Network.
- 1.58. "Expiration Date" is the date this Agreement terminates as referenced in §3 1 of Part B.
- 1.59. "FCC" means the Federal Communications Commission.
- 1.60. "FCC Interim Inter-carrier Compensation Mechanism" means the interim inter-carrier compensation mechanism established by the FCC in

paragraphs 77-94 of the ISP Compensation Order.

- 1 61 "FCC Interconnection Order" is the Federal Communications Commission's First Report and Order and Second Report and Order in CC Docket No 96-98 released August 8, 1996, as subsequently amended or modified by the FCC from time to time.
- 1 62. "Fiber-based Collocator" means any carrier, unaffiliated with Sprint, that maintains a collocation arrangement in Sprint's wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center, (2) leaves Sprint's Wire Center premises; and (3) is owned by a party other than Sprint or any affiliate of Sprint, except as set forth in this definition. Dark fiber obtained from Sprint on an indefeasible right of use basis shall be treated as non-Sprint fiber-optic cable. Two or more affiliated fiber-based collocators in a single Wire Center shall collectively be counted as a single fiber-based collocator. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in the Act.
- 1.63. "Fiber-to-the-curb Loop" ("FTTC Loop") means a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.
- 1 64 "Fiber-to-the-home Loop" ("FTTH Loop") means a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end-user's customer premises or, in the case of predominantly residential multiple dwelling units ("MDUs"), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry ("MPOE").
- 1 65 "Grandfathered Service" means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.66. "High Frequency Portion of the Local Loop" ("HFPL") is defined as the frequency range above the voice band on a Copper Loop facility that is being used to carry analog circuit-switched voice band transmissions provided by Sprint to the end-user customer.
- 1 67 "Hybrid Loop" means a Local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.

- 1 68 "Inactive Collocation Space" means the space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed and where Active Collocation space has been exhausted. The designation of Inactive Collocation Space is applicable to space within central offices only; other Sprint Premises such as CEVs, Huts, and Vaults shall be considered Active Collocation Space
- 1.69 "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act
- 1.70. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.71. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Central Office Building cable or conduit systems.
- 1 72 "Interexchange Carrier (IXC)" means a provider of interexchange telecommunications services.
- 1.73. "Interim Number Portability (INP)" is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office. Upon implementation of Local Number Portability, defined herein, INP services will be discontinued.
- 1.74. "ISP-Bound Traffic" for the purposes of this Agreement, is traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties.
- 1 75 "Line Information Data Base (LIDB)" means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.
- 1.76. "Line Splitting" Line Splitting is the process in which one competitive LEC provides narrowband service over the low frequency portion of a copper loop and second competitive LEC provides digital subscriber line service over the high frequency portion of that same loop.
- 1.77. "Live load capacity" as it relates to a KMC's collocation space refers to the structural strength of the floor to support the weight of KMC's property and equipment installed in the collocated space.
- 1.78. "Local Circuit Switching" is defined as follows: (1) Local circuit switching encompasses all line-side and trunk-side facilities, plus the

features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. (ii) Local circuit switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions.

- 1 79. "Local Loop" refers to a dedicated transmission path between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the loop demarcation point at a customer's premises, to which KMC is granted exclusive use. This includes all features, functions and capabilities of such transmission facility, including the NID. It also includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user premises as well as the inside wire owned or controlled by Sprint that is a part of the transmission path
- 1 80. "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another
- 1.81. "Local Service Request (LSR)" means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services
- 1 82. "Local Traffic," for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. Notwithstanding, the Parties agree that if the Commission has defined the local calling area for purposes of reciprocal compensation in an order applicable to the Parties, the Parties will abide by that order. For this purpose, Local Traffic does not include any Information Access Traffic (see FCC ISP Compensation Order), and/or telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47 CFR § 24.202(a). Neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the compensation for Internet traffic. Until the billing Party has the capability to identify Type 1 CMRS traffic hosted by the other Party and distinguish it from the other Party's own traffic, the Parties shall treat intra-MTA Type 1 CMRS traffic as Local Traffic (the hosting Party's traffic) for intercarrier compensation purposes.

- 1.83. "LOE" shall mean KMC-owned equipment
- 1 84 "Mobile Wireless Service" means any mobile wireless telecommunications service, including any commercial mobile radio service
- 1 85 "Multiple Exchange Carrier Access Billing (MECAB)" refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum (OBF) The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.
- 1 86 "Multiple Exchange Carrier Ordering And Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.87. "National Emergency Number Association (NENA)" is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide
- 1.88. "Network Element" as defined in the Act.
- 1 89 "Network Interface Device" or "NID" is defined as any means of interconnection of customer premises wiring to the incumbent LEC's distribution plant, such as a cross-connect device used for that purpose An incumbent LEC shall permit a requesting telecommunications carrier to connect its own loop facilities to on-premises wiring through the incumbent LEC's network interface device, or at any other technically feasible point
- 1.90. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number The plan also extends to format variations, prefixes, and special code applications.
- 1.91. "Number Portability" ("NP") means the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another

- 1 92 “Numbering Plan Area (NPA)” (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. There are two general categories of NPA, “Geographic NPAs” and “Non-Geographic NPAs.” A “Geographic NPA” is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A “Non-Geographic NPA,” also known as a “Service Access Code (SAC Code)” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1 93. “NXX,” “NXX Code,” “NNX,” “COC,” “Central Office Code,” or “CO Code” is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP
- 1 94. “OBF” means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS)
- 1.95 “Operator Systems” is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services.
- 1.96. “Operator Services” provides for
- 1.96 1 operator handling for call completion (e.g., collect calls);
 - 1 96 2 operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
 - 1.96.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1 97. “Outside Cable Duct” shall mean any space located outside the Central Office Building and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- 1 98. “P 01 Transmission Grade Of Service (GOS)” means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 1.99. “Packet Switching Capabilities” is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer’s copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or

multiple circuit switches, the ability to extract data units from the data channels on the loops, and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches

- 1.100 "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to KMC, including but not limited to provisioning and repair intervals, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to KMC as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources
- 1 101. "Parties" means, jointly, United Telephone – Southeast, Inc. and KMC Data LLC, and no other entity, affiliate or subsidiary
- 1 102. "Party" means either United Telephone – Southeast, Inc or KMC Data LLC, and no other entity, affiliate or subsidiary.
- 1 103. "Percent Local Usage (PLU)" is a calculation which represents the ratio of the local and Information Access minutes to the sum of local, Information Access and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 1.104 "Physical Point of Interconnection" ("Physical POI") is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between KMC and Sprint for the local interconnection of their networks.

- 1.105 "Point of Technically Feasible Access" is, for purposes of accessing copper subloops, any point in the incumbent LEC's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, the feeder/distribution interface or other point of demarcation. An incumbent LEC shall, upon a site-specific request, provide access to a copper subloop at a splice near a remote terminal. The incumbent LEC shall be compensated for providing this access in accordance with §§ 51.501 through 51.515.
- 1.106 "Premises" is as defined in 47 C.F.R. 51.5.
- 1.107. "Pre-Order Loop Qualification" ("Loop Qualification") is an OSS function that includes supplying loop qualification information to KMCs as part of the Pre-ordering Process. Examples of the type of information provided are:
- 1.107.1. Composition of the loop material, i.e. fiber optics, copper;
 - 1.107.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:
 - 1.107.2.1. Digital Loop Carrier (DLC) or other remote concentration devices;
 - 1.107.2.2. Feeder/distribution interfaces;
 - 1.107.2.3. Bridge taps;
 - 1.107.2.4. Load coils;
 - 1.107.2.5. Pair gain devices; or
 - 1.107.2.6. Disturbers in the same or adjacent binders.
 - 1.107.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;
 - 1.107.4. Wire gauge or gauges, and
 - 1.107.5. Electrical parameters.
- 1.108. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.109. "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint or KMC for its provision of Basic Exchange Telecommunications Services. The "rate

center point” is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The “rate center area” is the exclusive geographic area identified as the area within which Sprint or KMC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

- 1.110. “Routing Point” means a location which Sprint or KMC has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or KMC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an “End Office” location, or a “LEC Consortium Point of Interconnection.” Pursuant to that same Telcordia Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.
- 1.111. “Selective Routing” is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.
- 1.112. “Signaling Transfer Point (STP)” means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.
- 1.113. “Small Exchange Carrier Access Billing (SECAB)” means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.114. “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.

- 1.115 "Street Index Guide (SIG)" is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Sprint.
- 1.116. "Switch" – see Central Office Switch as defined in this Part A
- 1.117. "Synchronous Optical Network (SONET)" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps)
- 1.118 "Tandem Office Switches", "Tandem", and "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.
- 1.119 "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.120 "Tariffed Service" shall mean the interconnection of KMC's equipment and Sprint's equipment pursuant to the Sprint Access Service tariffs as filed with the Federal Communications Commission ("FCC"), or applicable state tariffs.
- 1.121. "Technically Feasible" is as defined in 47 C.F.R. § 51.5.
- 1.122 "Telecommunications" is as defined in the Act.
- 1.123. "Telecommunications Carrier" is as defined in the Act.
- 1.124. "Telecommunication Services" is as defined in the Act.
- 1.125. "Tier 1" Wire Centers are those Sprint Wire Centers that contain at least four fiber-based collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Sprint tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs
- 1.126. "Tier 2" Wire Centers are those Sprint Wire Centers that are not Tier 1 Wire Centers but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both.
- 1.127. "Tier 3" Wire Centers are those Sprint Wire Centers that are not Tier 1 or Tier 2 Wire Centers
- 1.128 "Transit Service" means the delivery of Transit Traffic by Sprint or KMC, that originates or terminates on one Party's network from or to a

third party Telecommunications Carrier's network, transiting through the other Party's network (the "transiting party").

- 1.129. "Transit Traffic" means traffic that originates or terminates on one Party's network from or to a third party Telecommunications Carrier's network, transiting through the other Party's network (the "transiting party").
- 1.130. "Wholesale Service" means Telecommunication Services that Sprint provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4) which Sprint provides to resellers at a wholesale rate.
- 1.131. "Wire Center" is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The wire center boundaries define the area in which all customers served by a given wire center are located.
- 1.132. "xDSL" refers to a generic term for a new series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

PART B – GENERAL TERMS AND CONDITIONS

1. SCOPE OF THIS AGREEMENT

- 1.1. This Agreement, including Parts A through K, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements, as listed following:

PART C – General Principles

TABLE ONE – Pricing

PART D – Local Resale

PART E – Network Elements

PART F – Interconnection

PART G – Local Number Portability

PART H – General Business Requirements

PART I – Intentionally Left Blank

PART J – Reporting Standards

PART K – Collocation

TABLE TWO – Collocation Pricing

EXHIBIT A – TRRO Wire Center Thresholds

EXHIBIT B – Disaster Recovery Plan

- 1.2. Sprint shall provide the services pursuant to this Agreement. Sprint shall not discontinue any service provided or required hereunder without providing KMC prior written notice of such discontinuation of service as required by law. Sprint agrees to cooperate with KMC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

- 1.3. Sprint will not discontinue any Network Element or Combination

provided hereunder or reconfigure, reengineer or otherwise redeploy its network in a manner which affects KMC's service provided using Network Elements or Combinations provided hereunder or Telecommunications Services provided hereunder, except in connection with network changes and upgrades where Sprint: (i) complies with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations; (ii) with respect to discontinued Network Elements or Combinations, cooperates with KMC and uses reasonable efforts to determine a reasonable alternative, if one exists, to the Network Element or Combination which is to be discontinued and to implement such alternative prior to discontinuance of such Network Element or Combination, and (iii) with respect to a network change, cooperates with KMC to find a reasonable alternative, if one exists, to the changed network to allow KMC to provide Telecommunications Services as if the change was not made. All technical and industry standards included in this Agreement are for illustrative purposes only and the Parties agree to abide by the most current standards. Sprint and KMC agree that all obligations undertaken pursuant to this Agreement are material obligations. All technical and industry standards included in this Agreement are intended to refer to the most current version of such standards, and the Parties agree to abide by the most current version.

1.4. Sprint shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

2. REGULATORY APPROVALS AND CHANGES IN LAW

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) days after obtaining the last required Agreement signature. Sprint and KMC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2 This Agreement is entered into as a result of private negotiations between the Parties. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated there under by the FCC and the Commission as of the Effective Date (herein referred to as "Applicable Law"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Law (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this

Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

2.3 Notwithstanding any other provision of this Agreement to the contrary, Section 2.2 hereof shall control. The new rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the written notice to renegotiate the modifications, unless otherwise ordered by the FCC, Commission or court of competent jurisdiction. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement in Section 22.

2.4. The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment

2.5. Each Party has incorporated by reference certain provisions of its Tariffs that govern the provision of specified services or facilities provided hereunder. If any provision of this Agreement and an applicable approved tariff cannot be reasonably construed or interpreted to avoid conflict, the provisions in this Agreement shall prevail. Wherever any FCC or Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

2.6 Intentionally Left Blank

2.7. Intentionally Left Blank

2.8. Each Party will provide notice to the other Party of any tariff or filing which concerns the subject matter of this Agreement as required by Applicable Law.

2.9. If Sprint enters into an agreement ("the Other Agreement") approved by the Commission pursuant to section 252 of the Act which provides for provision of an interconnection arrangement, service, or network element covered in this Agreement to another requesting Telecommunications carrier, including itself or its affiliate, Sprint shall make available to the other Party such interconnection, service, or network element upon the same terms and conditions as those provided in the Other Agreement pursuant to section 252(1) of the Act

3. TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall be effective for two (2) years from the Effective Date until June 14, 2007 ("Expiration Date"), unless cancelled or terminated earlier in

accordance with the terms of the Agreement. No order or request for services under this Agreement shall be processed before the Effective Date, and approval of this Agreement by the Tennessee Regulatory Authority, provided KMC has established a customer account with Sprint and has completed the Implementation Plan described in Part B, Section 32 hereof

3.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the defaulting Party shall cure such breach within sixty (60) days after written notice from the non-defaulting Party and if it does not, the non-defaulting Party may immediately terminate this Agreement in whole or in part and shall be entitled to pursue all available legal and equitable remedies for such breach

3.2.1 Any termination of this Agreement pursuant to Section 3.2 shall take effect immediately upon delivery of written notice to the defaulting Party that it failed to cure such nonperformance or breach within the applicable cure period. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to Section 3.2 other than its obligations under this Agreement

3.3. KMC may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior written notice, except with respect to termination of any particular service(s), in which case, upon thirty (30) days prior written notice. KMC's sole liability shall be payment of amounts due for services provided up to the date of termination.

3.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination. Upon termination of this Agreement each Party shall promptly pay all undisputed amounts owed the other Party under this Agreement

3.5 This section intentionally left blank

3.6. In the event of termination of this Agreement pursuant to this Sections 3.3 or 3.4, Sprnt and KMC shall cooperate in good faith to effect an orderly transition of service under this Agreement to KMC or another vendor designated by KMC. Such transition period shall not exceed three (3) months in length unless it is technically infeasible, in which case the Parties will negotiate in good faith an extension thereof, and KMC agrees to continue to pay for any and all services it uses during such transition period.

3.7. Notwithstanding any termination hereof, the Parties shall continue to comply with their obligations under the Act to provide interconnection.

4. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

4.1. In the event that this Agreement expires, it is the intent of the Parties to

provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a Successor Agreement not be consummated and the Parties are in good faith negotiations for a Successor Agreement or the Parties are in arbitration or mediation before the appropriate Commission or FCC under § 252 of the Act. Therefore, except in the case of termination as a result of either Party's default under Section 3.2 or KMC's termination under Section 3.3, Interconnection services that had been available under this Agreement and exist as of the End Date may continue uninterrupted after the End Date at the written request of either Party only under the terms of:

- 4.1.1. a new agreement voluntarily entered into by the Parties, pending approval by the Commission; or
- 4.1.2. such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of expiration, or
- 4.1.3. an existing agreement between Sprint and another carrier, adopted by KMC for the remaining term of that agreement

4.2. In the event that this Agreement expires under Section 3.1, and at the time of expiration, KMC is in good faith negotiations with Sprint on a successor agreement or the Parties are in arbitration or mediation before the appropriate Commission or FCC under §252 of the Act, the Parties shall provide each other Interconnection services after the Expiration Date under the same rates, terms and conditions as the expired Agreement

4.3. Nothing herein shall be deemed to prevent KMC from adopting an Interconnection Agreement between Sprint and a third party pursuant to 47 CFR 51.809.

5. CHARGES AND PAYMENT

5.1. In consideration of the services provided by Sprint under this Agreement, KMC shall pay the charges set forth in Part C subject to the provisions of §2 hereof. The billing and payment procedures for charges incurred by KMC hereunder are set forth in Part I

5.2. Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with §6 of Part C.

6. AUDITS AND EXAMINATIONS

6.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to

billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing, including but not limited to billing and usage records. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement, "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement billed amounts. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request, except that records or other documentation related to services provisioned during the preceding twelve (12) month period may be older than twelve (12) months and shall be included. The Requesting Party may perform Examinations as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

6.1.1 Notwithstanding the foregoing, the Requesting Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Requesting Party for audited services, subject to a minimum threshold of \$250,000, provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Requesting Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit, subject to a minimum threshold of \$250,000.

6.2 Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the amounts billed or invoiced for the provision of services provided under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. The Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).

6.3 Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of Special Data Extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section 6.3, a "Special

Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by the Audited Party for reuse for any subsequent Audit or Examination.

6.4. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from receipt of requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The Party responsible for the error or omission shall either forgo interest if they underbilled the other Party, or pay interest, as provided in Part I herein, if they were responsible for the other Party's underbilling.

6.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

6.6. This Article 6 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

6.7. The rights set forth in this Article 6 are in addition to the audit rights of either Party available under other Parts of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate, additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. For the avoidance of doubt, the foregoing sentence shall not preclude Sprint from charging CLEC for such costs as permitted under a Commission order.

7.2. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 9 below.

8. LIMITATION OF LIABILITY

8.1. Neither Party shall be liable to the other for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing limitation, a Party's liability shall not be limited by the provisions of this Section 8 in the event of its willful or intentional misconduct, including gross negligence, or its repeated breach of any one or more of its material obligations under this Agreement. A Party's liability shall not be limited with respect to its indemnification obligations.

9. INDEMNIFICATION

9.1. Except to the extent such damage is caused by such parties willful or intentional misconduct, or gross negligence, each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent such claims arise from the negligence or willful misconduct or omission of the indemnifying Party.

9.2. KMC shall indemnify and hold harmless Sprint from all claims by KMC's subscribers, subject to §9.1.

9.3. Sprint shall indemnify and hold harmless KMC from all claims by Sprint's subscribers, subject to § 9.1

9.4. The indemnifying Party under this Article agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.

9.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims

9.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party

9.7. Subject to Section 9.1, when the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers

9.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for

9.8.1. any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and

9.8.2. Consequential Damages (as defined in Section 8 above).

10. BRANDING

10.1. In all cases in which Sprint has control over handling of Operator and Directory Assistance Services KMC may provide using services provided by Sprint under this Agreement, Sprint shall, where technically feasible, at KMC's sole discretion and expense, brand any and all such services at all points of customer contact exclusively as KMC services, or otherwise as KMC may specify, or be provided with no brand at all, as KMC shall determine. Sprint shall provide, for KMC's review and approval, the methods and procedures, training and approaches to be used by Sprint to assure that Sprint meets KMC's branding requirements for such Operator and Directory Assistance Services. Sprint may not unreasonably interfere with branding by KMC; provided, that if there are technical limitations as to the number of ILECs that Sprint can brand for, branding will be made available to KMC hereunder on a first come, first serve basis.

10.2. KMC shall provide the exclusive interface to KMC subscribers, except as KMC shall otherwise specify. In those instances where KMC requests that Sprint personnel interface with KMC subscribers, such Sprint personnel shall inform the KMC subscribers that they are representing KMC, or such brand as KMC may specify.

10.3. Other business materials furnished by Sprint to KMC subscribers shall bear no Sprint corporate name, logo, trademark or trade name.

10.4. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.

10.5. Within thirty (30) calendar days of request from KMC, Sprint shall share details of Sprint's training approaches related to branding with KMC to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.

10.6. This Article 10 shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

11. REMEDIES

11.1. Specific Performance.

11.1.1. In addition to any other rights or remedies, and unless specifically provided herein to the contrary, either party may sue in equity for specific performance.

11.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

12. CONFIDENTIALITY AND PUBLICITY

12.1. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC (collectively "Confidential Information" and/or "Proprietary Information").

12.2. During the Term of this Agreement, and for a period of three (3) year thereafter, Recipient shall

12.2.1 use it only for the purpose of performing under this Agreement,

12.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and

12.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information

12.3. Recipient shall have no obligation to safeguard Confidential Information

12.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,

12.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,

12.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or

12.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

12.4 Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified

of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order or other relief. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed

12.5 Each Party agrees that in the event of a breach of this §12 by Recipient or its representatives or agents, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

12.6 CPNI related to KMC's subscribers obtained by virtue of Local Interconnection or any other service provided under this Agreement shall be KMC's Proprietary Information and may not be used by Sprint for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the KMC subscriber expressly directs KMC to disclose such information to Sprint pursuant to the requirements of Section 222(c)(2) of the Act. If Sprint seeks and obtains written approval to use or disclose such CPNI from KMC's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) of the Act and, in the event such authorization is obtained, Sprint may use or disclose only such information as KMC provides pursuant to such authorization and may not use information that Sprint has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. CPNI related to Sprint's subscribers obtained by virtue of Local Interconnection shall be Sprint's Proprietary Information and may not be used by KMC for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a need to know, unless the Sprint subscriber expressly directs Sprint to disclose such information to KMC pursuant to the requirements of Section 222(c)(2) of the Act. If KMC seeks and obtains written approval to use or disclose such CPNI from Sprint's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) of the Act and, in the event such authorization is obtained, KMC may use or disclose only such information as Sprint provides pursuant to such authorization and may not use information that KMC has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

12.7. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This §0 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

12.8 Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party, except to the extent that the information being distributed is public information. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

12.9. Except as otherwise expressly provided in this §12, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation §222 of the Act.

13. WARRANTIES

13.1. Sprint agrees that Interconnection must be provided in a competitively neutral fashion, at any technically feasible point within its network as stated in this Agreement and that such interconnection must contain all the same features, functions and capabilities, and be at least equal in quality to the level provided by Sprint to itself, its Affiliates, and other telecommunications carriers.

13.2 Sprint agrees that it shall provide to KMC on a nondiscriminatory basis unbundled Network Elements and ancillary services as set forth in this Agreement and the operations support systems as set forth in this Agreement. Sprint further agrees that these services, or their functional components, must contain all the same features, functions and capabilities and be provided at a level of quality at least equal to the level which it provides to itself, its Affiliates, and other telecommunications carriers.

13.3. The Parties shall provide, in a competitively neutral fashion, INP and LNP as set forth herein and in accordance with the Applicable Law, regulations and orders of the FCC and this Commission.

13.4. Sprint agrees that it shall provide to KMC, in a competitively neutral fashion, dialing parity for local exchange service and interexchange service pursuant to the Applicable Law, regulations and orders of the state regulatory body and the FCC in effect.

13.5. Sprint agrees that order entry, provisioning, installation, trouble resolution, maintenance, billing, and service quality with respect to Local Resale must be provided at least as expeditiously as Sprint provides for itself or for its own retail local service or to others, or to its Affiliates, and that it shall provide such services to KMC in a competitively neutral fashion.

14. ASSIGNMENT AND SUBCONTRACT

14.1. Neither Party hereto may assign or otherwise transfer its rights or

obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld, provided, however, that, so long as the performance of any assignee is guaranteed by the assignor, either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other Party, to any Affiliate of such Party. Each Party shall notify the other in writing of any such assignment. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors. Thereafter, the successor Party shall be deemed CLEC or Sprint and the original Party shall be relieved of such obligations and duties, except for matter arising out of events occurring prior to the date of such undertaking.

14.2 Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint will assign the portions of this Agreement for those exchanges/markets where KMC is actually interconnecting and providing Telecommunications Services. Sprint may terminate this Agreement in whole, in part as to any particular exchange or group of exchanges where KMC is not actually interconnecting and providing Telecommunications Services upon sixty (60) days prior written notice, but in any event, Sprint shall make reasonable efforts to assist KMC in a reasonably seamless transition to the acquiring provider. The Parties agree to abide by any applicable Commission Order.

15. GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the Commission's state, without regard to its conflicts of laws principles, shall govern.

16. RELATIONSHIP OF PARTIES

16.1 It is the intention of the Parties that each Party shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

17. NO THIRD PARTY BENEFICIARIES

17.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers

18. NOTICES

18.1 Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Sprint	Director, Carrier & Interconnection Management Sprint 6450 Sprint Parkway KSOPHN0116-1B671 Overland Park, KS 66251	If to KMC	KMC Telecom Regulatory Affairs Attn Marva Brown Johnson 1755 North Brown Road Lawrenceville, Georgia 30043 Tel (678) 985-6220 Fax (678) 985-6213 Email marva.johnson@kmctelecom.com
With a Copy to:	Sprint External Affairs Senior Attorney 14111 Capital Blvd Wake Forest, NC 27587-5900	With a Copy to	KMC Telecom Holdings, Inc Legal Department Contract Administrator 1545 Route 206 Bedminster, New Jersey 07921 Tel (908) 470-2100 Fax (908) 719-8776

18.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this §18.

19. WAIVERS

19.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

19.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

19.3 Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

20. SURVIVAL

20.1 Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to §§ 5, 6, 7, 8, 9, 12, 17, 19, and 22 of Part A

21. FORCE MAJEURE

21.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather conditions (individually or collectively, a **"Force Majeure Event"**). No delay or other failure to perform shall be excused pursuant to this §21 unless delay or failure and consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with) The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with

dispatch once the causes are removed or cease. Subject to §3 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of KMC.

22. GENERAL DISPUTE RESOLUTION

22.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. If the Parties are unable to resolve the dispute as provided herein, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision-making, each party shall pay half of the fees and expenses so incurred. The Commission may direct payment of any or all charges, plus applicable interest fees, to be paid to either Party. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

22.2 If any matter, other than a billing dispute, is subject to a bona fide dispute between the Parties, the disputing Party shall, within thirty (30) days after the party would have reasonably discovered the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.

22.2.1. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within forty-five (45) days after delivery of notice of the Dispute to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

22.2.2 If the Parties are unable to resolve the dispute within forty-five (45) days after the Parties' appointment of designated representatives pursuant to §22.3.1, then either Party may file a complaint with the Commission or Court of competent jurisdiction pursuant §22.2 above to resolve such issues or proceed with any other remedy pursuant to law or equity.

22.3. Nothing in this §22 shall be construed to preclude or limit either Party

from seeking immediate injunctive relief from a court or agency with competent jurisdiction to the extent it deems necessary.

23. NON-DISCRIMINATORY TREATMENT

23.1. Sprint shall make available, pursuant to 47 USC § 252(1) and the FCC rules and regulations regarding such availability, to KMC, any other agreement filed and approved pursuant to 47 USC § 252.

24. COOPERATION ON FRAUD

24.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one party as compared to the other.

25. TAXES

25.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

26. AMENDMENTS AND MODIFICATIONS

26.1. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

27. SEVERABILITY

27.1 Subject to § 2.2, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

28. HEADINGS NOT CONTROLLING

28.1. The headings and numbering of Articles, Sections, and Parts in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

29. ENTIRE AGREEMENT

29.1 This Agreement, including all Parts and Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

30. COUNTERPARTS

30.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

31. SUCCESSORS AND ASSIGNS

31.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

32. IMPLEMENTATION OF THE AGREEMENT

32.1. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the terms set forth in this Agreement and implement each Party's obligations hereunder, both initially and for the term of

the Agreement. Each Party shall designate no more than four (4) persons to be permanent members of the Implementation Team, provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party. Further, the Parties agree that prior to this Agreement, members of the Implementation Team were identified and they have been engaged in joint efforts to identify and implement business process improvements.

32.2. The Implementation Team shall develop a plan for implementation of this Agreement (the "Implementation Plan") and implement the plan within one hundred twenty (120) days of the Effective Date of this Agreement

32.3. If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Part B, Section 22.

PART C - GENERAL PRINCIPLES

1. USE OF FACILITIES

1.1. When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to Sprint in accordance with the End User's direction or that of the End User's authorized agent. To reclaim the facilities in situations where KMC has the use of the facilities (i.e., local loop) to a specific End User premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, the following will apply:

1.1.1 Sprint shall notify in writing via email or fax the designated KMC contact for service provisioning that it has had a request for service at the premise location that is currently being served by KMC,

1.1.2. If available to Sprint, Sprint shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information,

1.1.3 So long as Sprint follows the methods prescribed by the FCC for carrier change verification with the customer at the premises involved and absent valid written confirmation that KMC remains the End Users authorized LEC, Sprint shall be free to use the facilities in question upon the expiration of 24 hours following the initial written notification from Sprint to KMC and Sprint shall issue a disconnect order with respect to the KMC service at that location.

1.2. When an End User changes or withdraws authorization from another (third party) CLEC as confirmed by KMC, Sprint will work cooperatively with KMC to obtain release of End User-specific facilities belonging to Sprint from the third party carrier at Parity.

1.3 Both Parties agree it will, and will cause each of its agents, employees, representatives and Affiliates, to use such End User Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes

2. PRICE SCHEDULE

- 2.1. All rates and/or prices under this agreement are set forth in Table One of this Part C.
- 2.2. All rates provided under this Agreement shall remain in effect for the term of this Agreement unless they are not in accordance with all applicable provisions of the Act, the Rules and Regulations of the FCC, or the Commission's orders, rules and regulations, including such Commission order(s) that result from a generic docket relating to Incumbent Local Exchange Carrier ("ILEC") costing/pricing or from a docket relating specifically to Sprint's costing/pricing, in which case Part B, Section 2 shall apply. The Parties agree to abide by any Commission order, applicable to Sprint, addressing any rates, and the application of rates, relevant to this Agreement.
- 2.3. Except as otherwise specified in this Agreement, Sprint shall be responsible for all costs and expenses it incurs in. (i) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement, provided, however, that Sprint may impose charges for additional service to be provided under this Agreement by amendment to this Part C consistent with this Agreement.
- 2.4. Sprint shall offer rates to KMC in a non-discriminatory manner in accordance with Part B, §§ 2, 13 and 23. Sprint must be able to bill any contracted rate in the Agreement within sixty (60) days, or two (2) bill cycles, of the rate change, Agreement or amended Agreement, with true-up completed within ninety (90) calendar days following the effective date of such rate change. If system changes are required to implement the new rates, the Parties agree to negotiate a mutually agreeable timeframe for the changes to be implemented. As part of that negotiation and prior to the change taking place, the Parties will agree upon a true-up timeframe, unless otherwise ordered by a State or Federal Commission.

3. LOCAL SERVICE RESALE

- 3.1. The recurring and nonrecurring rates pursuant to which KMC is to purchase Telecommunications Services from Sprint for resale shall be at a discount rate (i.e. Base Line Resale Discount) off of the retail rate for the Telecommunications Service. The discount rates that KMC shall pay are as set forth in Table One of this Part and shall be applied consistent with the provisions of Part D of this Agreement. Such discount shall reflect the costs avoided by Sprint, using the avoided cost methodology set forth by the FCC, when selling a service for wholesale purposes.

4. INTERCONNECTION AND RECIPROCAL COMPENSATION

- 4.1. All combined Local Traffic and ISP-Bound Traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating minutes of use, on a state-wide basis, is presumed to be Section 251(b)(5) Traffic ("Local Traffic"). All combined Local Traffic and ISP-Bound Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic minutes of use, on a state-wide basis, is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order").
- 4.2. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order.
- 4.3. Local Traffic Rate
- 4.3.1. The rates to be charged for the exchange of Local Traffic are the rates set forth in Table One.
- 4.4. ISP-Bound Traffic
- 4.4.1. Consistent with Sprint's election of the FCC Interim Intercarrier Compensation Mechanism, ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Intercarrier Compensation Mechanism. ISP-Bound Traffic will be compensated at the rates established by the FCC.
- 4.4.1.1. The terminating Party will bill the originating Party a rate of \$0.0007 per MOU for ISP-Bound Traffic delivered

to the terminating Party, subject to 4.8 of this Part

- 4.5 If at any point Sprint no longer offers to terminate Local Traffic or ISP-Bound Traffic at the FCC Rates set forth in this §4 for any carrier, including but not limited to CLECs and CMRS providers, Sprint shall notify KMC immediately of this choice and the rate of ISP-Bound Traffic termination going forward shall be the rate for reciprocal compensation for Local Traffic as set forth in Table One of the Agreement. If the Parties are unable to agree on whether Sprint is offering to exchange traffic as described in this Part C, they shall invoke the dispute resolution procedures in the Agreement.
- 4.6 Charges billed to Sprint by KMC for the transport and termination of Local Traffic will be equal to those that Sprint assesses KMC for the same services. Where KMC is interconnected at a Sprint tandem and Sprint delivers its traffic to KMC directly from an end-office, Sprint shall pay KMC end-office termination. Where KMC is interconnected at a Sprint tandem and Sprint delivers its traffic to KMC from the tandem and KMC switch serves a geographical area greater than or equal to the area served by the Sprint tandem, Sprint shall pay KMC for Tandem Switching, common transport and end-office termination. If KMC serves a geographical area less than the area served by the Sprint tandem, Sprint shall pay KMC end-office termination.
- 4.6.1 The following process will be used to validate geographic area.
- 4.6.1.1 Sprint will provide KMC information concerning the end offices served by Sprint's tandem for KMC to use in determining geographic comparability.
- 4.6.1.2 KMC will certify in writing that they are offering facilities based service through either owned or leased facilities to the majority of customers served by the end offices.
- 4.6.1.3 Sprint may request proof of service at least once per year. Proof will consist of a sample of addresses actually served by KMC switch showing that they are meeting the obligation.
- 4.7 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement.
- 4.8. Local Traffic and ISP traffic terminated to end users outside the local calling area in which their NPA/NXXs are homed (VNXX) will be compensated at the rates on Table One. This provision was voluntarily

negotiated by the Parties and is not subject to modification under the change in law provision in Section 2 of this Agreement

- 4.9 Voice over internet protocol ("VoIP") traffic that meets the following criteria is a telecommunications service and is subject to interstate and intrastate access charges payable by either Party

(1) uses ordinary customer premises equipment (CPE) with no enhanced functionality;

(2) originates and terminates on the public switched telephone network (PSTN); and

(3) undergoes no net protocol conversion and provides no enhanced functionality to end users due to the provider's use of IP technology

- 4.9.1 The Parties disagree on the appropriate compensation for VoIP traffic that does not meet the above criteria. Both Parties reserve the right to bill for traffic and pursue compensation for traffic that does not meet the criteria above, including invoking the Dispute Resolution provisions of this Agreement. Neither Party waives its rights to participate and fully present its respective positions in any proceeding before the Commission, FCC or other authority with jurisdiction dealing with voice over internet protocol traffic.

- 4 10 Compensation for the termination of toll traffic and the origination of 8yy traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement. A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP customer of either Party shall not be treated as an ISP-Bound Traffic for compensation purposes, but instead shall be treated as a conventional voice call.
- 4 11 Intentionally left blank.
- 4 12 Where a toll call is completed through Sprint's Interim Number Portability ("INP") arrangement (e.g., remote call forwarding) to KMC's subscriber, KMC shall be entitled to applicable access charges in accordance with the FCC and Commission Rules and Regulations.
- 4 13 KMC shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table One of this Part when KMC uses a Sprint access tandem to terminate a local call to a third party Local Exchange Carrier ("LEC") or another CLEC. Sprint shall pay KMC a transit rate equal to the Sprint rate referenced above when Sprint uses a KMC switch to terminate a local call to a third party LEC or another CLEC.
- 4 14 Each Party will identify the Percent Local Usage (PLU) factor as defined herein on each interconnection order, for compensation purposes. Either Party may request a traffic study as documentation of the PLU at any time to verify the factor. Should the documentation indicate that the factor is inaccurate, the Parties agree that any changes will be retroactive to the period covered by the study, but no more than twelve (12) months. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. The Parties will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

4.14.1. To the extent technically feasible, each Party will transmit calling party number (CPN) and appropriate signaling information for the terminating party to determine the jurisdiction of the call and the originating party. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic.

4.14.2. Common Channel Signaling: Both Parties will provide LEC to

LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc.

5. UNBUNDLED NETWORK ELEMENTS

- 5.1. The charges that CLEC shall pay to Sprint for Unbundled Network Elements are set forth in Table One of this Part C.

6. SECURITY DEPOSIT

- 6.1. The following applies to new CLEC Customers and CLECs with less than four (4) years established relationship with Sprint for Services available under this Agreement

- 6.1.1 Sprint reserves the right to secure the account with, and the CLEC agrees to pay, a suitable form of security deposit, until satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than 30 days after the bill date.
- 6.1.2 Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint
- 6.1.3 If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service
- 6.1.4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 6.1.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on

presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint

6.1 6. Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6.1 7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events

6 1 7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) days past due, or

6.1.7.2 when CLEC files for protection under the bankruptcy laws, or

6.1.7.3 when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or

6.1.7.4 when this Agreement expires or terminates.

6 1 8 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service

6 2. Existing CLECs with 4 years established relationship or greater with Sprint for Services available under this Agreement

6.2.1. Based on the business relationship established over more than four years between Sprint, its affiliates, and CLEC and, if the status of that business relationship continues, the following terms and conditions apply for security deposit in place of section 6.1 and subsections

6 2.1 1 Sprint reserves the right to secure the account for services purchased under this Agreement with, and

CLEC agrees to pay, a suitable form of security deposit immediately upon the issuance of a second of two (2) valid past due notices or delinquency notice for undisputed amounts owed to Sprint under this Agreement within a single twelve (12) consecutive month period. KMC agrees to pay the security deposit within fifteen (15) business days of Sprint's request. If KMC fails to pay the security deposit within fifteen (15) business days of Sprint's request KMC will be in breach of this agreement and Sprint may immediately stop processing new orders and proceed with any remedy provided for under this Agreement

- 6.2.1.2 For purposes of this agreement, a past due notice or delinquency notice shall be considered "valid" if: (i) Sprint has in fact not received the amounts for which the notice is issued, (ii) the amounts for which the notice is issued have not been disputed by the CLEC in accordance with this agreement
- 6.2.1.3. Such security deposit shall take the form of cash or cash equivalent, a revocable letter of credit, surety bond or other forms of security acceptable to Sprint
- 6.2.1.4. Such security deposit shall be twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 6.2.1.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.
- 6.2.1.6. Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.2.1.7. Any security deposit shall be held by Sprint as a guarantee of payment of any undisputed charges for carrier services billed under this Agreement to CLEC,

provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

- 6.2.1.7.1. when CLEC undisputed balances due to Sprint that are more than sixty (60) days past due; or
- 6.2.1.7.2. to the extent allowed by law, when CLEC files for protection under the bankruptcy laws; or
- 6.2.1.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within ninety (90) days; or
- 6.2.1.7.4. when this Agreement terminates.

6.2.2 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

Table One

The rates for services in this Agreement are intended to reflect the standard rates offered by Sprint to CLECs as of the Effective Date of this Agreement

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY: TENNESSEE		3/11/2005
MRC	NRC			
		RESALE DISCOUNTS	MRC	NRC
		Other than Operator / DA	12.70%	
		Op Assist / DA	12.70%	
		USAGE FILE CHARGES	MRC	NRC
UF01		Message Provisioning, per message	\$ 0 00307	
UF02		Data Transmission, per message	\$ -	
	DB008	Media Charge - per CD (Price reflects shipping via regular U S Mail)		\$ 18 00
		OTHER CHARGES	MRC	NRC
	UP026	Temporary Suspension of Service for UNE-P / Resale - SUSPEND		\$ -
	UP027	Temporary Suspension of Service for UNE-P / Resale - RESTORE		\$ 21 00
	UP028	PIC Change Charge, per change		Per Tariff
	DA030	Operator Assistance / Directory Assistance Branding		ICB
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	MRC	NRC
	OC015	Tag and Label on a new install loop or resale		\$ 4.52
	OC013	Tag and Label on a reinstall loop or an existing loop or resale		\$ 9 05
	OC014	Tag and Label on an add'l loop or resale on the same order at the same location		\$ 3 62
		TRIP CHARGE	MRC	NRC

		TRIP CHARGE	MRC	NRC
	OC003	Trip Charge		\$ 18 09
		RATE ELEMENT	MRC	NRC
		SERVICE ORDER / INSTALLATION / REPAIR		
	SO001	Manual Service Order NRC		\$ 13 51
	SO002	Manual Service Order - Listing Only		\$ 13 51
	SO003	Manual Service Order - Change Only		\$ 7 4
	SO004	Electronic Service Order (IRES)		\$ 7 4
	SO005	Electronic Service Order - Listing Only		\$ 7 4
	SO006	Electronic Service Order - Change Only		\$ 38 9
	OC008	2-Wire Loop Cooperative Testing		\$ 47 9
	OC009	4-Wire Loop Cooperative Testing		\$ 74 1
	OC010	Trouble Isolation Charge		\$ 16
	OC016	Change Telephone Number, per change		\$ 51
	OC017	LNP Coordinated Conversion - Lines 1 -10		\$ 4
	OC018	LNP Coordinated Conversion - Each additional line		\$
	OC023	LNP Conversion - 10 Digit Trigger		
		UNE to Special Access or Special Access to UNE Conversions or Migrations (includes EEL)		\$ 9
	OC021	DS1 Loop, per circuit		\$ 9
	OC021	DS1 Transport, per circuit		ICE
	OC022	DS3 Loop, per circuit		ICE
	OC022	DS3 Transport, per circuit		
		UNBUNDLED NETWORK ELEMENTS (UNE)		
		PRE-ORDER LOOP QUALIFICATION	MRC	NF
	PQ001	Loop Make-Up Information		\$
		LOOPS - (RATES INCLUDE NID CHARGE)	MRC	NI
		2-Wire Analog	\$ 26 31	
AA013		Band 1	\$ 45 96	
AA014		Band 2	\$ 71 71	
AA015		Band 3		\$
	AA002	First Line		\$
	AA003	Second Line and Each Additional Line (same time)		\$
	AA004	Re-install (Cut Thru and Dedicated/Vacant)		\$
	AA005	Disconnect		
		4-Wire Analog		

AA017		Band 1	\$ 50 41	
AA018		Band 2	\$ 89 28	
AA019		Band 3	\$ 140 38	
	AA008	First Line		\$ 138 3
	AA009	Second Line and Each Additional Line (same time)		\$ 88.2
	AA010	Re-install (Cut Thru and Dedicated/Vacant)		\$ 78 9
	AA011	Disconnect		\$ 25 8
		2-Wire xDSL - Capable Loop	\$ 26 31	
AA013		Band 1	\$ 45 96	
AA014		Band 2	\$ 71 71	
AA015		Band 3		\$ 99
	DX009	First Line		\$ 49
	DX002	Second Line and Each Additional Line (same time)		\$ 58
	DX003	Re-install (Cut Thru and Dedicated/Vacant)		\$ 21
	DD004	Disconnect		
		4-Wire xDSL - Capable Loop	\$ 50 41	
DX010		Band 1	\$ 89 28	
DX011		Band 2	\$ 140 38	
DX012		Band 3		\$ 13
	DX014	First Line		\$ 8
	DX015	Second Line and Each Additional Line (same time)		\$ 7
	DX016	Re-install (Cut Thru and Dedicated/Vacant)		\$ 2
	DX017	Disconnect		
		2-Wire Digital Loop	\$ 26 31	
AA013		Band 1	\$ 45 96	
AA014		Band 2	\$ 71.71	
AA015		Band 3		\$ 1
	DD002	First Line		\$ 1
	DD003	Second Line and Each Additional Line (same time)		\$
	DD004	Disconnect		
		2-Wire ISDN-BRI Digital Loop	\$ 40 42	
DD013		Band 1	\$ 66.24	
DD014		Band 2	\$ 100.98	
DD015		Band 3		\$
	DD002	First Line		\$
	DD003	Second Line and Each Additional Line (same time)		\$
	DD004	Disconnect		
		4-Wire Digital Loop (no electronics)	\$ 50 41	
DD017		Band 1	\$ 89.28	
DD018		Band 2	\$ 140 38	
DD019		Band 3		\$
	DD006	First Line		\$
	DD007	Second Line and Each Additional Line (same time)		

	DD008	Disconnect		\$ 25 80
		Digital 56k/64k Loop		
DD021		Band 1	\$ 46 75	
DD022		Band 2	\$ 68 44	
DD023		Band 3	\$ 96 56	
	DD002	First Line		\$ 169 52
	DD003	Second Line and Each Additional Line (same time)		\$ 115 80
	DD004	Disconnect		\$ 21 86
		DS1 Service and ISDN PRI Loop		
DD025		Band 1	\$ 173 46	
DD026		Band 2	\$ 197 17	
DD027		Band 3	\$ 275 07	
	DD010	First Line		\$ 272 05
	DD011	Second Line and Each Additional Line (same time)		\$ 218.33
	DD008	Disconnect		\$ 25 80
		DS3 Service		
HC002	HC001	Add DS3 to existing fiber system	ICB	\$ 101 34
	HC003	Disconnect		\$ 27 62
		LOOP CONDITIONING	MRC	NRC
	LC001	<u>Load Coil Removal</u> for all Digital UNE, Line Sharing and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$ 2 00
	LC002	Conditioning Engineering Charge - per loop		\$ 45 84
	LC003	Conditioning Trip Charge - per loop		\$ 19 49
		The following charges apply to all loops of any length that require Bridged Tap or Repeater removal		
		Load Coil Removal- Loops 18kft or longer		
	LC004	Unload cable pair, per Underground location		\$ 505 77
	LC005	Unload Addtl cable pair, UG same time, same location and cable		\$ 1 94
	LC006	Unload cable pair, per Aerial or Buried Location		\$ 31 44
	LC007	Unload Addtl cable pair, AE or BU, same time, location and cable		\$ 1 90
		Bridged Tap or Repeater Removal - Any Loop Length		
	LC012	Remove Bridged Tap or Repeater, per Underground Location		\$ 504.22
	LC013	Remove each Addtl Bridged Tap or Repeater, UG same time, location and cable		\$ 0 40
	LC014	Remove Bridged Tap or Repeater, per Aerial or Buried Location		\$ 29 89
	LC015	Remove each Addtl Bridged Tap or Repeater, AE or BU same time, location and cable		\$ 0 35
		SUB LOOPS - (RATES INCLUDE NID CHARGE)	MRC	NRC
		Sub-Loops Interconnection (Stub Cable)		ICB

		2 Wire Voice Grade and Digital Data Distribution		\$ 13 66	
SB002		Band 1		\$ 22 31	
SB003		Band 2		\$ 33 14	
SB004		Band 3			\$ 121 59
	SB010	First Line			\$ 39 69
	SB011	Second Line and Each Additional Line (same time)			\$ 50 54
	SB012	Disconnect			
		4 Wire Voice Grade and Digital Data Distribution		\$ 26 48	
SB006		Band 1		\$ 43 18	
SB007		Band 2		\$ 64 11	
SB008		Band 3			\$ 169 55
	SB013	First Line			\$ 63 2
	SB014	Second Line and Each Additional Line (same time)			\$ 61 4
	SB015	Disconnect			
		DEDICATED INTEROFFICE TRANSPORT		MRC	NRC
			Refer to Dedicated Transport Tab	\$ 101	
DT2	DT004	DS1		\$ 18	
	DT005	DS1 Disconnect			
			Refer to Dedicated Transport Tab	\$ 112	
DT3	DT007	DS3		\$ 29	
	DT008	DS3 Disconnect			
		MULTIPLEXING		MRC	NRC
				\$ 175 85	\$ 85
DT023	DT019	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)		\$ 4 70	
DT026		Channel Bank Card (per DS0)			\$ 1
	DT020	DS1-DS0 Disconnect			
				\$ 214 41	\$ 11
DT024	DT021	Multiplexing - DS3-DS1 (per DS3)			\$ 3
	DT022	DS3-DS1 Disconnect			
		UNBUNDLED DARK FIBER		MRC	NRC
					\$ 2
	DF007	Dark Fiber Application & Quote Preparation Charge Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.			
		Transport		\$ 0 00400	
DF009		Interoffice, per foot per fiber - Statewide Average			
		Additional Charges Applicable to Transport		\$ 0 74	
DF011		Fiber Patch Cord, per fiber		\$ 0 72	
DF012		Fiber Patch Panel, per fiber			
					\$
	DF001	Initial Patch Cord Installation / Disconnect, Field Location			\$
	DF002	Add'l Patch Cord Installation / Disconnect, Field Loc, Same Time/Location			\$

	DF003	Central Office Interconnection, 1-4 Patch Cords per CO - Install or Disconnect		\$ 185.47
	OC011	Dark Fiber End-to-End Testing, Initial Strand		\$ 55.24
	OC012	Dark Fiber End-to-End Testing, Subsequent Strand		\$ 15.78
		EEL COMBINATIONS	MRC	NRC
		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable) Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		RECIPROCAL COMPENSATION	MRC	NRC
		Voice Traffic	\$ 0.0005	N/A
		VNXX Traffic	\$ 0.0005	N/A
		Internet Traffic (VNXX)	\$ 0.0005	N/A
		Internet Traffic (non-VNXX)	\$ 0.0007	N/A
		TRANSIT SERVICE	MRC	NRC
		Transit Service Charge - per MOU	\$ 0.0042860	N/A
		DATABASE, available via contract or tariff	MRC	NRC
DB001		Local Number Portability query (LNP) - Contracted	\$ 0.00030	
DB002		Toll Free Code query (TFC) - Simple - Contracted	\$ 0.00200	
DB003		Toll Free Code query (TFC) - Complex Additive - Contracted	\$ 0.00020	
DB004		Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	\$ 0.03660	
DB005		Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	\$ 0.01600	
DB006		Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$ 0.01450	
DB009		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$ 0.00800	
DB010		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$ 0.00550	
		OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only)	MRC	NRC
	DA002	DA Database Listing & Update per listing or update		Refer to Tariff
	DA003	DA Data Base Query Service per query		Refer to Tariff
	DA004	Local Directory Services - white page listings		Refer to Tariff
	DA005	Toll and Local Assistance Service (Live)		ICB
	DA006	Directory Assistance Operator Service (Live)		ICB
		911 AND E911 TRANSPORT AND TERMINATION	MRC	NRC
DB011	DB007	911 and E911 Transport - DS1	Refer to Dedicated Transport Tab	\$ 101.58
		STREET INDEX GUIDE	MRC	NRC
	DB008	SIG Database Extract Report, per CDROM (price reflects shipping regular U S Mail)		\$ 18.00
		ROUTINE MODIFICATION OF FACILITIES	MRC	NRC

		Rearrangement of Cable		
		Rearrangement of Up to 3 Pairs per UNE Loop Ordered	N/A	Included in Loop NRC
		Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered	N/A	ICB
		Dedicated Repeater/Doubler Installation Cost (incl 4 slot housing and 1 card), per location		
		1 Repeater Equipment Case w/ Repeater Card (for T-1 applications)		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,099 79
		2 Doubler Equipment Case w/ Doubler Card (for HDSL applications)		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,318 26
		Smart Jack	Included in Loop MRC	Included in Loop NRC
		Line Card Installation	Included in Loop MRC	Included in Loop NRC
		Multiplexing	Included in Loop MRC	Included in Loop NRC
		Note Multiplexer pricing available through Enhanced Extended Loop (EELs) facility leases		

LOOP BANDING

TN

Exchange Name	CLLI	Band
BLOUNTVL	BUVLTNXARS0	1
BRISTOL	BRSTTNXADS0	1
ELIZABHTN	ELTNTNXADS0	1
JOHNSON CY	JHCYTNXCDS0	1
JOHNSON CY	JHCYTNXADS0	1
KINGSPORT	KGPTTNXADS0	1
KINGSPORT	KGPTTNXCRS0	1
MIDWAY SUL	MDWYTNXARS0	1
BAILEYTON	BLTNTNXARS0	2
BLUFF CITY	BLCYTNXARS0	2
CHURCHHILL	CHHLTNXARS0	2
ERWIN	ERWNTNXARS0	2
GREENEVL	GRVLTNXADS0	2
JONESBORO	JNBOTNXARS0	2
STONEY CRK	STCKTNXARS0	2
SULIVNGDNS	SLGRTNXARS0	2
BRISTOL	BRSTTNXBRS0	3
BUTLER	BLRTNXARS0	3
FALLBRANCH	FLBRTNXARS0	3
HAMPTON	HMPNTNXARS0	3
LIMESTONE	LMSTTNXADS0	3
MOSHEIM	MOSHTNXARS0	3
MOUNTAINCY	MTCYTNXARS0	3
ROAN MT	RNMTTNXARS0	3

DEDICATED TRANSPORT RATE SUMMARY

Route (Exchange to Exchange)		Route (CLLI to CLLI)		Non- Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
Originating	Terminating	Originating	Terminating			

** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3
 *** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only

Baileton	Greeneville	BLTNTNXARS0	GRVLTNXADS0		\$ 172 37	\$ 4,59
Baileton	Limestone	BLTNTNXARS0	LMSTTNXADS0		\$ 332 39	\$ 8,84
Baileton	Mostern	BLTNTNXARS0	MOSHTNXARS0		\$ 265 43	\$ 6,08
Baileton	Bluff City	BUVLTNXARS0	BLCYTNXARS0		\$ 151 15	\$ 2,12
Baileton	Bristol TN and Bristol VA	BUVLTNXARS0	BRSTTNXADS0		\$ 60 03	\$ 56
Baileton	Church Hill Mt Carmel	BUVLTNXARS0	CHHLTNXARS0		\$ 359 32	\$ 6,80
Baileton	Fall Branch	BUVLTNXARS0	FLBRTNXARS0		\$ 397 98	\$ 7,9
Baileton	Johnson City Main	BUVLTNXARS0	JHCYTNXADS0		\$ 75 79	
Baileton	Kingsport	BUVLTNXARS0	KGPTTNXADS0		\$ 283 14	\$ 5,8
Baileton	Midway (Sullivan County)	BUVLTNXARS0	MDWYTNXARS0		\$ 346 71	\$ 6,6
Baileton	Sullivan Gardens	BUVLTNXARS0	SLGRTNXARS0		\$ 397 98	\$ 7,9
Baileton	Johnson City Main	BLCYTNXARS0	JHCYTNXADS0		\$ 93 04	\$ 1,6
Baileton	Bristol TN and Bristol VA	BLCYTNXARS0	BRSTTNXADS0		\$ 91 12	\$ 1,5
Baileton	Church Hill	BLCYTNXARS0	CHHLTNXARS0		\$ 167 31	\$ 2,5
Baileton	Fall Branch	BLCYTNXARS0	FLBRTNXARS0		\$ 205 96	\$ 3,6
Baileton	Kingsport	BLCYTNXARS0	KGPTTNXADS0		\$ 91 12	\$ 1,5
Baileton	Midway (Sullivan County)	BLCYTNXARS0	MDWYTNXARS0		\$ 154 69	\$ 2,1
Baileton	Sullivan Gardens	BLCYTNXARS0	SLGRTNXARS0		\$ 205 96	\$ 3,1
Baileton	Bristol South	BRSTTNXADS0	BRSTTNXBDS0		\$ 61 34	
Baileton	Church Hill	BRSTTNXADS0	CHHLTNXARS0		\$ 299 29	\$ 6,
Baileton	Fall Branch	BRSTTNXADS0	FLBRTNXARS0		\$ 337 95	\$ 7,
Baileton	Johnson City Main	BRSTTNXADS0	JHCYTNXADS0		\$ 75 79	
Baileton	Kingsport	BRSTTNXADS0	KGPTTNXADS0	** / ***	\$ 256 57	\$ 6,0
Baileton	Midway (Sullivan County)	BRSTTNXADS0	MDWYTNXARS0		\$ 154 69	\$ 2,
Baileton	Sullivan Gardens	BRSTTNXADS0	SLGRTNXARS0		\$ 337 95	\$ 7,
Baileton	Elizabethton	BRSTTNXADS0	ELTNTNXADS0		\$ 251 67	\$ 5,
Baileton	Hampton	BRSTTNXADS0	HMPNTNXARS0		\$ 251 67	\$ 5,
Baileton	Mountain City	BRSTTNXADS0	HMPNTNXARS0		\$ 387 99	\$ 8,
Baileton	Roan Mountain	BRSTTNXADS0	MTCYTNXARS0		\$ 522 45	\$ 1,
Baileton	Stoney Creek	BRSTTNXADS0	RNMTTNXARS0		\$ 413 23	\$ 6,
Baileton	Fall Branch	CHHLTNXARS0	STCKTNXARS0		\$ 191 03	\$ 4,
Baileton	Kingsport	CHHLTNXARS0	FLBRTNXARS0		\$ 76 19	\$ 1,
Baileton	Midway (Sullivan County)	CHHLTNXARS0	KGPTTNXADS0		\$ 139 76	\$ 3,
Baileton	Sullivan Gardens	CHHLTNXARS0	MDWYTNXARS0		\$ 191 03	\$ 4,
Baileton	Hampton	CHHLTNXARS0	SLGRTNXARS0		\$ 57 17	\$ 1,
Baileton	Roan Mountain	ELTNTNXADS0	HMPNTNXARS0		\$ 327 95	\$ 6,
Baileton	Stoney Creek	ELTNTNXADS0	RNMTTNXARS0		\$ 161 56	\$ 3,
Baileton	Bristol TN	ELTNTNXADS0	STCKTNXARS0		\$ 91 12	\$ 1,
Baileton	Johnson City Main	ERWNTNXARS0	BRSTTNXADS0		\$ 166 91	\$ 3,
Baileton	Kingsport	ERWNTNXARS0	JHCYTNXADS0		\$ 91 12	\$ 1,
Baileton	Johnson City	ERWNTNXARS0	KGPTTNXADS0		\$ 178 41	\$ 4,
Baileton	Jonesborough	FLBRTNXARS0	JHCYTNXADS0		\$ 321 97	\$ 6,
Baileton	Kingsport	FLBRTNXARS0	JNBOTNXARS0		\$ 114 84	\$ 2,
Baileton	Limestone	FLBRTNXARS0	KGPTTNXADS0		\$ 321 97	\$ 6,
Baileton		FLBRTNXARS0	LMSTTNXADS0			

Fall Branch	Midway (Sullivan County)	FLBRTNXARS0	MDWYTNXARS0		\$	178 41	\$	2,923 48
Fall Branch	Midway (Washington County)	FLBRTNXARS0	MDWYTNXARS0		\$	413 73	\$	8,481 02
Fall Branch	Sullivan Gardens	FLBRTNXARS0	SLGRTNXARS0		\$	114 84	\$	2,097 60
Greeneville	Limestone	GRVLTNXADS0	LMSTTNXADS0		\$	160 03	\$	4,248 94
Greeneville	Moshorn	GRVLTNXADS0	MOSHTNXARS0		\$	93 07	\$	1,487 68
Hampton	Roan Mountain	HMPNTNXARS0	RNMTTNXARS0		\$	327 95	\$	7,832 40
Hampton	Stoney Creek	HMPNTNXARS0	STCKTNXARS0		\$	218 73	\$	4,774 00
Johnson City Main	Greeneville	JHCYTNXADS0	GRVLTNXADS0		\$	155 47		ICE
Johnson City Main	Jonesborough-Sulphur Springs	JHCYTNXADS0	JNBOTNXARS0		\$	143 56	\$	2,901 50
Johnson City Main	Kingsport	JHCYTNXADS0	KGPTTNXADS0		\$	63 57		ICE
Johnson City Main	Limestone	JHCYTNXADS0	LMSTTNXADS0		\$	143 56	\$	2,901 50
Johnson City Main	Midway (Washington County)	JHCYTNXADS0	MDWYTNXARS0		\$	75 79	\$	1,129 40
Johnson City North	Bristol	JHCYTNXC42T	BRSTTNXADS0	** / ***	\$	256 57	\$	6,042 06
Johnson City North	Elizabethon	JHCYTNXC42T	ELTNTNXADS0		\$	93 04	\$	1,651 30
Johnson City North	Greeneville	JHCYTNXC42T	GRVLTNXADS0		\$	223 10	\$	5,253 90
Johnson City North	Johnson City Main	JHCYTNXC42T	JHCYTNXADS0		\$	75 79	\$	1,129 40
Johnson City North	Jonesborough-Sulphur Springs	JHCYTNXC42T	JNBOTNXARS0		\$	219 35	\$	4,030 90
Johnson City North	Kingsport	JHCYTNXC42T	KGPTTNXADS0	** / ***	\$	256 57	\$	6,042 06
Johnson City North	Limestone	JHCYTNXC42T	LMSTTNXADS0		\$	219 35	\$	4,030 90
Johnson City North	Midway (Washington County)	JHCYTNXC42T	MDWYTNXARS0		\$	75 79	\$	1,129 40
Jonesborough-Sulphur Springs	Limestone	JNBOTNXARS0	LMSTTNXADS0		\$	143 56	\$	2,901 50
Jonesborough-Sulphur Springs	Midway (Washington County)	JNBOTNXARS0	MDWYTNXARS0		\$	219 35	\$	4,030 90
Kingsport	Midway (Sullivan County)	KGPTTNXADS0	MDWYTNXARS0		\$	63 57	\$	825 80
Kingsport	Sullivan Gardens	KGPTTNXADS0	SLGRTNXARS0		\$	114 84	\$	2,097 60
Limestone	Midway (Washington County)	LMSTTNXADS0	MDWYTNXARS2		\$	219 35	\$	4,030 90
Limestone	Moshorn	LMSTTNXADS0	MOSHTNXARS0		\$	253 09	\$	5,736 60
Midway (Sullivan County)	Midway (Washington County)	MDWYTNXARS0	MDWYTNXARS0		\$	139 36	\$	1,955 20
Midway (Sullivan County)	Morrison City VA	MDWYTNXARS0	MDWYTNXARS0		\$	63 57	\$	825 80
Midway (Sullivan County)	Sullivan Gardens	MDWYTNXARS0	SLGRTNXARS0		\$	178 41	\$	2,923 40
Roan Mountain	Stoney Creek	RNMTTNXARS0	STCKTNXARS0		\$	489 51	\$	12,124 20

PART D - LOCAL RESALE

1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1 At the request of KMC, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Sprint shall make available to KMC for resale Telecommunications Services that Sprint currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Sprint to KMC pursuant to this Part D are collectively referred to as "Local Resale "
- 1.2. Features and Functions Subject to Resale Sprint shall make all of its Telecommunications Services available for resale to KMC on terms and conditions that are reasonable and nondiscriminatory and as allowed by the FCC and Commission. The Telecommunications Services provided pursuant to this Part D are collectively referred to as "Local Resale."
- 1.3 To the extent that this Part describes services which Sprint shall make available to KMC for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive. All Telecommunications Services of Sprint, which are to be offered for resale, are subject to the terms herein and the applicable tariff.
- 1.4 Sprint will provide KMC with at least the capability to provide a KMC subscriber at Parity.
- 1.5 The specific business process requirements and systems interface requirements are set forth in Part I
- 1.6 For resold services, KMC's customers will continue to receive any discontinued service or arrangement for resale to its own customers for as long as Sprint continues to provide those same services to its own customers

2. GENERAL TERMS AND CONDITIONS

- 2.1. Pricing. The prices charged to KMC for Local Resale are set forth in Part C of this Agreement
- 2.2. No Restrictions on Resale. KMC may resell to any and all classes of end users Telecommunications Services obtained from Sprint under this Agreement, except for Lifeline Assistance and Link-Up or similar services which KMC may only resell to those subscribers who are eligible for such services. Sprint will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Service except as such resale may be prohibited or restricted pursuant to FCC Rules and Regulations and State Rules and

Regulations.

2.3 Requirements for Specific Services

2.3.1 CENTREX Requirements

- 2.3.1.1. At KMC's option, KMC may purchase the entire set of CENTREX features or a subset of any such features. The CENTREX Service provided for resale will meet the requirements of this subsection 2.3.1.1.
- 2.3.1.2. All features and functions of CENTREX Service, including CENTREX Management System ("CMS"), whether offered under tariff or otherwise, shall be available to KMC for resale.
- 2.3.1.3. Sprint shall make information required for an "as is" transfer of CENTREX subscriber service, features, functionalities and CMS capabilities available to KMC.
- 2.3.1.4. All service levels and features of CENTREX Service provided by Sprint for resale by KMC shall be at Parity with the service levels and features of CENTREX Service Sprint provides its subscribers.
- 2.3.1.5. Consistent with Sprint's tariffs, KMC may aggregate the CENTREX local exchange, and IntraLATA traffic usage of KMC subscribers to qualify for volume discounts on the basis of such aggregated usage.
- 2.3.1.6. Upon request, Sprint will, to the extent technically feasible, suppress the need for subscribers to dial "9" when placing calls outside the CENTREX System.
- 2.3.1.7. KMC may resell call forwarding in conjunction with CENTREX Service.
- 2.3.1.8. KMC may purchase any CENTREX Service for resale subject to the requirements of Sprint's tariff.
- 2.3.1.9. Sprint shall make available to KMC for resale intercom calling within the same CENTREX system. To the extent that Sprint offers its own subscribers intercom calling between different CENTREX systems, Sprint shall make such capability available to KMC for resale.
- 2.3.1.10. KMC may resell Automatic Route Selection ("ARS"). KMC may aggregate multiple KMC subscribers on dedicated access facilities where such aggregation is allowed by law, rule or regulation.

2.3.2 Voluntary Federal and State Subscriber Financial Assistance Programs

2.3.2.1 Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are services that are available at wholesale discount, but only to the extent required by the Tennessee Regulatory Authority. However, when a Sprint subscriber who is eligible for such a federal program or other similar state program chooses to obtain Local Resale from KMC and KMC serves such subscriber via Local Resale, Sprint shall identify such subscriber's eligibility to participate in such programs to KMC in accordance with the procedures set forth herein.

2.3.3 Lifeline/Link-Up Service. KMC will forward to Sprint all information regarding a subscriber's program eligibility, status and certification when a KMC subscriber currently on any government telephone assistance program changes service to KMC as their local exchange carrier. KMC will cooperate with Sprint so that Sprint may attain any subsidy associated with a subscriber transfer to KMC.

2.3.4. Grandfathered Services. Sprint will make any service grandfathered to an end user or any Individual Case Basis ("ICB") service available to KMC for resale to that same end-user at the same location(s). Should Sprint discontinue any grandfathered or ICB service, Sprint will provide to KMC any legally required notices as soon as practicable and at least equal in quality and timeliness to that which is provided to Sprint's own customer, prior to the effective date of changes in or discontinuation of any product or service that is available for resale under this section.

2.3.5 xN11 Service

2.3.5.1 These services shall be unbranded and routed to KMC, as required by KMC pursuant to Part A, Section 25.

2.3.6 Contract Service Arrangements, Special Arrangements, and Promotions. Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or Individual Case Basis "ICB"), Special Arrangements (or ICB), and Promotions in excess of 90

days, all in accordance with FCC and Commission Rules and Regulations

2.3.6.1. KMC may convert an existing Sprint Contract Service Arrangement or Special Arrangement (collectively referred to as a "CSA"), unless expressly prohibited by the contract arrangement, provided however, that KMC assumes the balance of the terms and conditions of the CSA. In the case of such conversion, neither the End User nor KMC will incur a termination liability, if applicable, at the time of such conversion.

2.3.7. Intentionally left blank

2.3.8. Discount Plans. Sprint shall offer for resale all Discount Plans for Telecommunications Services in accordance with Applicable Law.

2.3.9 Pay Phone Service

2.3.9.1 Sprint shall offer for resale all coin and coinless pay phone local services, features and functionalities that it provides to its own pay phone operations and to independent pay phone providers. Sprint will also provide all support and service functions, as described in Section 276 of the ACT, and FCC and state regulations at Parity.

2.3.9.2. 2.3.9.2 Sprint also must provide billing detail showing all 1+ traffic in EMI format and transferred to KMC via CONNECT.DIRECT

2.3.10 Voice Mail Service

2.3.10.1. Voice Mail Service is not a Telecommunications Service and is not subject to a resale discount.

2.3.10.2. Where Sprint does provide Voice Mail Service, Sprint shall make it available for resale, at the retail rate, SMDI-E (Station Message Desk Interface-Enhanced), or SMDI, Station Message Desk Interface where SMDI-E is not available, feature capability allowing for Voice Mail Services. Sprint shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Sprint shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services

2.3.11. Hospitality Service. Sprint shall provide all blocking, screening,

and all other applicable functions available for hospitality lines under tariff

2.3 12 LIDB Administration

2.3 12.1 Sprint shall maintain customer information for KMC customers who subscribe to resold Sprint local service dial tone lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Sprint shall update and maintain the KMC information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.

2 3.12.2 Until such time as Sprint's LIDB has the software capability to recognize a resold number as KMC's, Sprint shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number. At such time as Sprint's LIDB has the software capability to recognize that the resold number is KMC's then, if KMC desires to store resold numbers on Sprint's LIDB, the Parties shall negotiate a separate LIDB database storage and look-up agreement

2 4 Special Needs Services KMC may resell "special needs services" to the extent required by Applicable Law

3. SERVICE FUNCTIONS

3 1 Sprint shall provide KMC with the information KMC will need to certify subscribers as exempt from charges (including taxes), or eligible for reduced charges associated with providing services, including but not limited to handicapped individuals, and certain governmental bodies and public institutions and shall not bill KMC for such services.

3 2 Whenever possible Sprint shall provide KMC with appropriate notification of all local service boundary changes with line level detail one hundred twenty (120) days before service transfer, and will also notify KMC within one hundred twenty (120) days before such change of any LATA boundary changes

3.3 Sprint will work cooperatively with KMC in practices and procedures regarding the handling of law enforcement and service annoyance calls.

3 4 Sprint shall allow KMC customers to retain their current telephone number when technically feasible within the same Sprint Wire Center and shall install KMC customers at Parity unless KMC customers currently subscribe to Vacation Service only or are currently in the process of

having their service suspended for non-pay. In such cases, Sprint will treat the KMC customer as a new installation at the request of KMC.

PART E - NETWORK ELEMENTS

1. GENERAL

- 1.1 Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements ("UNEs") KMC shall pay Sprint for the UNEs provisioned and shall pay the recurring and non-recurring charges listed in Table One Sprint will continue to offer the UNEs enumerated below subject to further determinations as to which UNEs ILECs are required to offer under the Act, at which time the Parties agree to modify this section pursuant to the obligations set forth in Part B, Section 2 of this Agreement

2. USE OF UNBUNDLED NETWORK ELEMENTS

- 2.1. Sprint shall offer UNEs to KMC for the purpose of offering Telecommunications Service to CLEC subscribers Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement. Sprint shall offer UNEs to KMC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with Applicable Law and the terms and conditions of this Agreement. KMC shall pay Sprint for the UNEs provisioned and shall pay the recurring and non-recurring charges which shall be TELRIC rates and consistent with Applicable Law or as otherwise agreed to by the Parties
 - 2.1.1. Sprint shall not impose limitations, except as otherwise provided for under this Agreement, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service a requesting telecommunications carrier seeks to offer
- 2.2. KMC may use one or more UNEs or combination of UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing, except as otherwise limited herein.
- 2.3 Each UNE provided by Sprint to KMC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other Telecommunications Carrier requesting access to that UNE.
- 2.4. The quality of an unbundled network element, as well as the quality of the access to such unbundled network element that an incumbent LEC provides to a requesting telecommunications carrier shall be at least equal in quality to that which Sprint provides to itself

- 2.4.1 If Sprint fails to meet this requirement, Sprint must prove to the state commission that it is not technically feasible to provide the requested unbundled network element, or to provide access to the requested unbundled network element, at a level of quality that is equal to that which Sprint provides to itself
- 2.5. CLEC may use Network Elements provided under this Agreement for any Telecommunications Service subject to the restrictions listed below. CLEC agrees to comply with the following requirements:
 - 2.5.1. Applicable restrictions for EELs are found in Part E, Sec 16.4.2.
 - 2.5.2. CLEC may not access a UNE for the exclusive provision of Mobile Wireless Service. Facilities directly connecting Sprint's network and a CMRS carrier's networks do not qualify as UNEs and will not be available to CLEC as UNEs
 - 2.5.3 CLEC can use Network Elements provided by Sprint to provide Local Exchange Service
 - 2.5.4 CLEC may not access a UNE for the exclusive provision of interexchange services. Unbundled loops ordered by CLEC into a third party collocation cannot be used by the third party collocater for the exclusive provision of retail interexchange services. Facilities directly connecting Sprint's network and interexchange carriers' networks do not qualify as UNEs and will not be available to CLEC as UNEs.
 - 2.5.5. CLEC can use unbundled loops to provide xDSL services in accordance with this Agreement.
 - 2.5.6 CLEC must use any UNE purchased from Sprint for the purpose of providing local exchange services. CLEC may use a UNE for the provision of interexchange and information services to the extent CLEC is also providing local exchange services over the same UNE.
- 2.6. Sprint shall permit KMC to connect KMC's facilities or facilities provided to KMC by third parties in accordance with Applicable Law.

3. BONA FIDE REQUEST PROCESS

- 3.1. Sprint shall promptly consider and analyze access to UNEs, combinations of UNEs, or services not specifically covered in this Agreement with the submission of a Bona Fide Request ("BFR") hereunder.
- 3.2. Sprint shall promptly consider and analyze access to UNEs or combinations of UNEs not specifically covered in this Agreement with the submission of a Bona Fide Request ("BFR") hereunder.

- 3 3 A BFR shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each request. KMC may cancel a BFR at any time
- 3.4 If KMC cancels the BFR, KMC shall pay Sprint's reasonable and demonstrable costs of processing and/or implementing the UNE Bona Fide Request up to the date of cancellation
- 3 5 Within ten (10) calendar days of its receipt, Sprint shall acknowledge receipt of the BFR and in such acknowledgement advise KMC of the need for any further information needed, to the extent such information can be assessed at that time, to process the Bona Fide Request.
- 3.6. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, the receiving Party shall provide to the requesting Party a preliminary analysis of such BFR. If applicable, the preliminary analysis shall confirm whether the receiving Party will offer access to the UNE, including whether it is technically or operationally feasible.
- 3 7 Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) calendar days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.
- 3 8 The receiving Party shall promptly proceed with the BFR upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices, BFR development and processing costs, terms and conditions by which the Request shall be made available, and establish ordering and installation intervals.
- 3.9. Unless KMC agrees otherwise, the access to UNEs, combinations of UNEs, or services requested must be priced in accordance with the pricing principals of the Act, FCC and/or the State Commission
- 3.10. As soon as feasible, but not more than sixty (60) calendar days after its receipt of authorization to proceed with developing the BFR, the receiving Party shall provide to the requesting Party a BFR Quote which will include, at a minimum, a description of each service or UNE, the availability, the applicable rates and the installation intervals.
- 3.11. Within thirty (30) calendar days of its receipt of the BFR Quote, the requesting Party must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Part B of this Agreement.
- 3 12. If a Party to a BFR believes that the other Party is not requesting,

negotiating, or processing the BFR in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute via the Dispute Resolution provisions in Part B of this Agreement

4. INDIVIDUAL CASE BASIS PRICING

- 4.1. Individual Case Basis (ICB) pricing will be provided by Sprint upon request from the KMC for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement.
- 4.2. Sprint will process ICB Pricing requests upon receipt from the KMC. Sprint will provide KMC a price quote within thirty (30) business days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) business days from the receipt of the request.

5. NETWORK INTERFACE DEVICE

- 5.1. Apart from its obligation to provide the network interface device functionality as part of an unbundled loop or subloop, an incumbent LEC also shall provide nondiscriminatory access to the network interface device on a standalone element on an unbundled basis, in accordance with section 251(c)(3) of the Act and this part. Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LEC's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.
- 5.2. The function of the NID is to establish the network demarcation point between a LEC (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 5.3. When ordered on a standalone basis, KMC may connect its NID to Sprint's NID; may connect an unbundled loop to its NID, or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination of each loop. If additional NID terminations are required, KMC may request them pursuant to the process detailed in Part E, Section 3. Such NID connections are included when KMC provisions a Local Loop from Sprint.
- 5.4. Sprint will provide KMC with information that will enable their

technician to locate end user inside wiring at NIDs terminating multiple subscribers Sprint will dispatch a technician and tag the wiring at the KMC's request. In such cases the charges specified in Table One will apply.

- 5.5. Sprint will not provide specialized (Sprint non-standard) NIDS
- 5.6. The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the distribution media and/or cross connect to KMC's NID and shall maintain a connection to ground that meets applicable industry standards Each Party shall ground its NID independently of the other Party's NID
- 5.7. When requested, Sprint will provide NIDs separately from loops for a separate price as shown in Table One. A NID will be provided with each unbundled loop and is included in the loop pricing shown in Table One.

6. LOOP

- 6.1 Sprint will provide KMC access to Local Loops as defined in Part A including Copper Loops, Hybrid Loops, FTTH Loops, FTTC Loops, DS1 Loops, and DS3 Loops The following section includes the terms and conditions for Copper Loops, Hybrid Loops, FTTH Loops, FTTC Loops, DS1 Loops and DS3 Loops Terms and conditions for making any network modifications resulting from KMC's request for Local Loops is contained in Section 19.

7. INSTALL, MAINTENANCE AND REPAIR TESTING

- 7.1. Sprint shall provide, on a nondiscriminatory basis, physical loop test access points to KMC at the splitter, through a cross-connection to KMC's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper subloops.
- 7.2. If Sprint seeks to utilize an alternative physical access methodology may request approval to do so from the Commission, but must show that the proposed alternative method is reasonable and nondiscriminatory, and will not disadvantage KMC's ability to perform loop or service testing, maintenance, or repair.

7.3 Circuit Testing

7.3.1. Loop Install Completion Process

- 7.3.1.1. Sprint will perform a completion test, at no charge to KMC, from the customer demarcation point when provisioning services to an end customer. Sprint will

perform completion tests on services ordered by KMC at Parity.

- 7 3 1.1 1. Sprint's completion testing for unbundled Loops includes but is not limited to loop current, noise level, power influence, continuity (short, ground, cross, foreign voltage), ground resistance, line balance, dial tone/break dial tone (from KMC switch), revert ring (from KMC switch), and circuit loss testing. When performing loop current, dial tone, and revert ring tests Sprint dials into a KMC owned or maintained switch to complete such testing and therefore each of these tests are subject to the availability of KMC's testing ports.
- 7 3 1 1.2. Sprint technicians will correct any abnormalities that may prevent the loop from passing the prescribed tests unless the cause of the problem is no dial tone or insufficient loop current when the loop is connected to a KMC owned or maintained switch. In the event that Sprint does not detect dial tone from the KMC owned or maintained switch Sprint will notify the National CLEC Provisioning Center ("NCPC")
- 7 3 1 1 3. Troubles following the working of a service order: Reported troubles found to be in Sprint's network are corrected with no additional charges to the KMC

7.3.1.2 At KMC's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing, which will be performed at no charge to KMC, and Cooperative Testing which shall be performed at the request of KMC and at the rates contained in Table One. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch.

7.3.1.3 Sprint will perform completion tests for DSL loops at Parity. Tests include, but are not limited to, slope, longitudinal balance, BERT, insertion loss and wideband noise.

7.3.1.4. Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with KMC's staff ("Cooperative Testing").

7.3.1.5. Cooperative testing will be provided by Sprint at KMC's expense. Sprint technicians will try to contact KMC's representative at the conclusion of installation. If the KMC does not respond within 5 minutes, Sprint may, in its sole discretion, abandon the test and KMC will be charged for the test.

7.3.1.6 Sprint will charge KMC at the rates set out on Table One, when the location of the trouble on a KMC-reported ticket is determined to be in KMC's network or on the KMC end user's side of the Demarcation Point.

7.3.2. Testing for Maintenance and Repairs

7.3.2.1 Trouble Isolation: When a trouble is reported by a subscriber served through a UNE, KMC will test its network to identify any problems. If no problems are identified with the KMC network, KMC will open a trouble report with Sprint. Sprint shall then test its portion of the network and perform repairs as required under this Agreement.

7.3.2.2 KMC will coordinate combined testing or repair activities until trouble is resolved. Sprint shall provide repair updates to KMC.

7.4 Analog Loop Capabilities

- 7.4.1 Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the KMC's end user's premises. KMC shall not install equipment on analog Loops that exceeds the specified bandwidth
- 7.4.2. Sprint will provide analog Loops as Copper Loops, Hybrid Loops, and where required, FTTH Loops, in accordance with Applicable Law.
- 7.4.3. Intentionally left blank
- 7.5. Digital Loops
- 7.5.1. Sprint will provide Digital Loops subject to Applicable Law. Digital Loops are Copper Loops over which KMC may deploy advanced services. Deployment of advanced services over digital loops by CLEC will be consistent with the terms and conditions contained in 7.7 of this Section
- 7.5.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Part B of this Agreement.
- 7.5.3. Intentionally left blank
- 7.5.4. Reverse ADSL Loops. If a KMC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.
- 7.6. Digital Loops (Greater than 18K ft)
- 7.6.1. If KMC requests a Digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements (except where required by Applicable Law) or technical specifications, however, all of the SMC

requirements set forth in Section 7.5 are applicable.

7.7 Adherence to National Industry Standards

7.7.1 In providing advanced service loop technology, Sprint shall allow KMC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

7.7.2 An advanced services loop technology is presumed acceptable for deployment under any of the following circumstances where the technology:

7.7.2.1 Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics, or,

7.7.2.2 Is approved by an industry standards body, the FCC, or any state commission or,

7.7.2.3 Has been successfully deployed by any carrier without significantly degrading the performance of other services.

7.7.3. Sprint may not deny KMC's request to deploy a technology that is presumed acceptable for deployment unless Sprint demonstrates to the Commission that deployment of the particular technology will significantly degrade the performance of other advanced services or traditional voiceband services.

7.7.3.1 Where KMC seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 7.7.2.3, the burden is on KMC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services. Upon a successful demonstration by KMC before a particular state commission, the deployed technology shall be presumed acceptable for deployment in other areas.

7.7.4 If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review.

and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.

- 7.7.5 When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 7.7.2, the degraded service shall not prevail against the newly deployed technology.
- 7.7.6. If Sprint denies a request by KMC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 7.7.7. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the KMC will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.
- 7.7.8. KMC shall meet the power spectral density requirement given in the respective technical references listed below:
 - 7.7.8.1 For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
 - 7.7.8.2 For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.
 - 7.7.8.3 For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.
 - 7.7.8.4. As an alternative to Section 6.6.7.1 KMC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000, "Working Draft of Spectrum Management Standard" and subsequent revisions of this document.

7.8. Information to be Provided for Deployment of Advanced Services.

7.8.1. Upon request, Sprint shall provide to KMC:

- 7.8.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining

which services can be deployed;

7.8 1.2 information with respect to the rejection of KMC's provision of advanced services, together with the specific reason for the rejection, and

7.8.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops

7 8.2. In connection with the provision of advanced services, KMC shall provide to Sprint the following information on the type of technology that KMC seeks to deploy where KMC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask

7.8 2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the TIE1 4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

7.8.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if KMC requires a change in the SMC of a particular loop, KMC shall notify Sprint in writing of the requested change in SMC (via a service order),

7.8.2.3 to the extent not previously provided KMC must disclose to Sprint every SMC that the KMC has implemented on Sprint's facilities to permit effective Spectrum Management.

7.9 Intentionally left blank.

7.10. Intentionally left blank.

7 11. Hybrid Loops. Sprint will provide KMC access to Hybrid Loops for the provision of broadband and narrowband services as provided below Sprint is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.

7 11.1. When KMC requests access to a Hybrid Loop for the provision of broadband service, Sprint will provide KMC, on an unbundled basis, with non-discriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 and DS3 capacity, to the extent available under this Agreement, to establish a transmission path between Sprint's Central Office and the KMC end user's premises. This

access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information

7.11.2. When KMC requests access to a Hybrid Loop for the provision of narrowband services, Sprint will

7.11.2.1 Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (i.e. equivalent to DS0 capacity) using time division multiplexing, or

7.11.2.2. Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

7.12. Fiber Loops

7.12.1 Dark Fiber Loops

7.12.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Sprint, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.

7.12.1.2. Sprint is not required to provide CLEC with access to dark fiber loop on an unbundled basis.

7.12.1.3. For an 18-month period beginning on March 11, 2005, any dark fiber loop UNEs that CLEC leases from Sprint as of March 1, 2005 shall be available for lease from Sprint at the rate on Table One. The charges for dark fiber loop are subject to true-up retroactive to March 11, 2005 regardless of when this Agreement is effective. CLEC may not obtain new dark fiber loops as UNEs.

7.12.1.4. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of September 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to September 10, 2006. By September 10, 2006, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the Dark Fiber Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

7.12.2 FTTH and FTTC Fiber Loops

7.12.2.1. New builds. Sprint will not provide non-discriminatory access to FTTH Loop or FTTC Loop on an unbundled basis when Sprint has deployed a FTTH Loop or a FTTC Loop to a residential unit that was not previously served by any loop facility.

7.12.2.2. Overbuilds. Sprint will not provide non-discriminatory access to FTTH Loop or FTTC Loop on an unbundled basis when Sprint has deployed a FTTH Loop or FTTC Loop parallel to, or in replacement of, an existing loop facility, except that:

7.12.2.2.1. Sprint will maintain the existing Copper Loop connected to a particular customer premises

after deploying FTTH Loop or FTTC Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Sprint has the retired the Copper Loop as set forth below.

7.12.2.2. If Sprint deploys FTTH Loop or FTTC Loop and maintains the existing Copper Loop, Sprint will restore the Copper Loop to serviceable condition upon request

7.12.2.3. If Sprint deploys FTTH Loop or FTTC Loops and retires the existing Copper Loop, Sprint will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop.

7.12.3. Prior to retiring Copper Loop or Copper Sub-loop Sprint will comply with the notice requirements set forth in 251(c)(5) of the Act, Sections 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements.

7.13. DS1 Loops. Sprint will provide DS1 Loops as follows:

7.13.1. Subject to the cap in Section 7.13.2, Sprint will provide CLEC nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 business lines and at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.

7.13.2. CLEC may obtain a maximum of ten unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops.

7.13.3. For a 12-month period beginning on March 11, 2005, any DS1 Loop UNEs that CLEC leases from Sprint, but which Sprint is not obligated to unbundle pursuant to Sections 7.13.1 and 7.13.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for DS1 Loops retroactive to thirty days after the date that Sprint posts the notice identifying the offices that meet the above specified criteria on its wholesale web

page. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to March 10, 2006. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS1 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

7.13.4. Where Sprint is not required to provide unbundled DS1 loops pursuant to Sections 7.13.1 and 7.13.2, CLEC may not obtain new DS1 loops as UNEs.

7.13.5. If Sprint identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS1 loops for the identified wire centers 60 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS1 loops leased from Sprint on the date of the notice shall be available for a 12-month period at a rate equal that is 115% of rate CLEC paid on the date of the notice.

7.13.5.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to the end of the twelve month period. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS1 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

7.14. Intentionally left blank.

7.15. DS3 Loops

7.15.1 Subject to the cap described in Section 7.15.1, Sprint shall provide CLEC with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a Wire Center with

at least 38,000 business lines and at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that Wire Center. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.

- 7.15.2 CLEC may obtain a maximum of a single unbundled DS3 loop to any single building in which DS3 loops are available as unbundled loops.
- 7.15.3 For a 12-month period beginning on March 11, 2005, any DS3 loop UNEs that CLEC leases from Sprint, but which Sprint is not obligated to unbundle pursuant to Sections 7.15.1 and 7.15.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for DS3 loops retroactive to thirty days after the date that Sprint posts the notice identifying the offices that meet the above specified criteria on its wholesale web page. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to March 10, 2006. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS3 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.
- 7.15.4 Where Sprint is not required to provide unbundled DS3 loops pursuant to Sections 7.15.1 and 7.15.2 of this Part, CLEC may not obtain new DS3 loops as UNEs.
- 7.15.5 If Sprint identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS3 loops for the identified wire centers 60 days after the date of the notice subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS3 loops leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.
- 7.15.5.1 CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement.

within twelve months of the above notice date Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to the end of the twelve-month period. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS3 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

- 7.16 Tag and Label. At KMC's request, Sprint will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.

7.16.1 Sprint will include the following information on the label: order number, due date, KMC name, and the circuit number

7.16.2 Tag and Label is available on the following types of Loops: 2- and 4-wire analog Loops, 2- and 4-wire xDSL capable Loops, 2- and 4-wire digital Loops, and DS1 4-wire Loops.

7.16.3 KMC must specify on the order form whether each Loop should be tagged and labeled

7.16.4 The rates for Loop tag and label and related services are set forth on Table One. When ordered subsequent to the ordering of the Loop, a trip charge, set forth in Table One, may be billed in addition to the Tag and Label charges

8 SUBLOOPS

8.1 Until such time as Sprint establishes provisioning processes, Sprint will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring upon requests made to the Sprint Account Team. A written response will be provided to KMC covering the interconnection time intervals, prices and other information based on the rates set forth in Table One of this Agreement. No additional charges shall apply for preparation and response to this ICB request.

8.2 This Agreement does not provide for Sprint's provision of dark fiber subloops.

8.3 Copper Subloops. Sprint will make available access to copper subloops on an unbundled basis. A copper subloop is comprised entirely of copper wire or copper cable that acts as a transmission facility Point of Technically Feasible Access in Sprint's outside plant, including inside

wire owned or controlled by Sprint, and the end-user premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by KMC to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the copper loop. Sprint is not obligated to offer feeder loop plant as a stand alone UNE.

8.3.1 Intentionally left blank.

8.4 Multiunit premises wiring. Sprint will make available to KMC access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Sprint at a multiunit customer premises between the minimum point of entry and the point of demarcation.

8.4.1 An accessible terminal is any point in Sprint's network where a technician can access the wire or fiber within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

8.4.2 Upon request for interconnection at a multiunit premises where Sprint owns, controls, or leases wiring, Sprint will provide a single point of interconnection that is suitable for use by multiple carriers. This obligation is in addition to Sprint's obligations, to provide on discriminatory access to a subloop for access to multiunit premises wiring, including any inside wire, at any technically feasible point. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement in accordance with 47 CFR 51.319 (B) (2)(ii).

8.5 Sprint will provide and maintain inside wiring at Parity.

8.6 Deployment of advanced services by KMC over subloops will be in accordance with the terms included in 7.7 and 7.8 of this section.

8.7 Reverse ADSL Loops. If a KMC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a

facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

9 LOCAL CIRCUIT SWITCHING

9.1 Local Circuit Switching is not available under this Agreement.

10 DEDICATED TRANSPORT

10.1 Sprint shall provide CLEC with nondiscriminatory access to dedicated transport on an unbundled basis, as set forth in this Agreement. A "route" is a transmission path between one of Sprint's wire centers or switches and another of Sprint's wire centers or switches. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g., wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

10.1.1 Sprint is not obligated to provide a requesting carrier with unbundled access to dedicated transport that does not connect a pair of incumbent LEC wire centers (i.e. entrance facilities). Further, Sprint is not obligated to provide OC-N and above Dedicated Transport facilities as a UNE.

10.1.2 This agreement does not include the provision of standalone DS0 transport.

10.2 Dedicated DS1 transport shall be made available to CLEC on an unbundled basis as set forth below. Dedicated DS1 transport consists of Sprint interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.

10.2.1 Sprint shall unbundle DS1 transport between any pair of Sprint wire centers except where, through application of tier classifications defined in Part A, both wire centers defining the route are Tier 1 wire centers. As such, Sprint will unbundle DS1 transport if a wire center at either end of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center.

10.2.2 CLEC may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

10.2.3 For a 12-month period beginning on March 11, 2005, any DS1 dedicated transport UNE that CLEC leases from Sprint, but which Sprint is not obligated to unbundle pursuant to Sections 10.2.1 and 10.2.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for DS1 dedicated transport retroactive to thirty days after the date that Sprint posts the notice identifying the offices that meet the above specified criteria on its wholesale web page. CLEC must submit the necessary orders to convert these UNEs to an alternative

service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to March 10, 2006. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS1 dedicated transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

10.2.4 If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS1 Dedicated Transport for the identified routes 60 days after the date of the notice subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a route designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS1 Dedicated Transport leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

10.2.4.1 CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to the end of the twelve-month period. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS1 Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

10.3 Dedicated DS3 transport shall be made available to CLEC on an unbundled basis as set forth below. Dedicated DS3 transport consists of Sprint interoffice transmission facilities that have a total digital signal speed of 44 736 megabytes per second and are dedicated to a particular customer or carrier.

10.3.1 Sprint shall unbundle DS3 transport between any pair of Sprint wire centers except where, through application of tier classifications defined in this Agreement, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. As such, Sprint will unbundle DS3 transport if a wire center on either end of a requested route is a Tier 3 wire center.

10.3.2 CLEC may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

10.3.3 For a 12-month period beginning on March 11, 2005, any DS3 dedicated

transport UNE that CLEC leases from Sprint, but which Sprint is not obligated to unbundle pursuant to Sections 10.3.1 and 10.3.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for DS3 dedicated transport retroactive to thirty days after the date that Sprint posts the notice identifying the offices that meet the above specified criteria on its wholesale web page. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to March 10, 2006. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the dedicated transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

10.3.4 If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS3 Dedicated Transport for the identified routes 60 days after the date of the notice subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a route designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS3 Dedicated Transport leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

10.3.4.1 CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to March 10, 2006. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS3 Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

10.4 Technical Requirements for DS1 and DS3 Dedicated Transport

10.4.1 Where technologically feasible and available, Sprint shall offer Dedicated Transport consistent with the underlying technology as follows.

10.4.1.1 When Sprint provides Dedicated Transport, the entire designated transmission circuit (e.g., DS-1, DS-3) shall be dedicated to CLEC designated traffic.

10.4.1 2 Where Sprint has technology available, Sprint shall provide Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

10.5 Dedicated Dark Fiber Transport

10.5.1 General Rules and Definition

10.5 1 1 Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Sprint, that has not been activated through connections to optonics that light it, and thereby render it capable of carrying communications.

10 5 1 2 Sprint will unbundle Dark Fiber for Dedicated Transport as set forth in this Agreement and as follows:

10.5.1.2 1 Sprint shall unbundle dark fiber transport between any pair of Sprint Wire Centers except where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. Sprint will unbundle dark fiber transport if a wire center on either end of a requested route is a Tier 3 wire center.

10 5.1 2.2 Beginning on March 11, 2005 and for an 18-month period, any dark fiber transport UNE that CLEC leases from Sprint, where Sprint is not obligated to provide unbundled dark fiber transport, shall be available at the rates on Table One. CLEC will true-up the rates paid for dark fiber dedicated transport back to March 11, 2005. Where Sprint is not required to provide unbundled dark fiber transport, CLEC may not obtain new dark fiber transport as a UNE.

10.5.1.2 3 CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of September 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to March 10, 2006. By September 10, 2006, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the Dark Fiber Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

10.5 1.2.4 If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold Sprint will provide CL EC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new Dark Fiber Dedicated Transport for the identified routes 60 days after the date of the notice subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a route designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any Dark Fiber Dedicated Transport leased from Sprint on the date of the notice shall be available for a 18-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

10.5 1.2.5 CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of the above notice date. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to the end of the eighteen month period. By the end of the eighteen month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the Dark Fiber Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

10.5.2 Fiber Availability

- 10.5.2.1 Spare fibers in a sheath are not considered available if Sprint has plans to put the fiber in use within the current year or the following year.
- 10.5.2.2 Sprint will also maintain fibers to facilitate maintenance, rearrangements and changes. Sprint will generally reserve 8% of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of twelve (12) fibers.
- 10.5.2.3 Dark fiber requests will be handled on a first come, first served basis, based on the date the Dark Fiber Application (DFA) is received

10.5.3 Interconnection Arrangements

- 10.5.3.1 Rules for gaining access to unbundled network elements apply to Dark Fiber. Virtual and physical collocation arrangements may be used by CLEC to locate the optical electronic equipment necessary to "light" leased Dark Fiber.
- 10.5.3.2 The CLEC that requests Dark Fiber must be able to connect to the Sprint fiber by means of fiber patch panel.
- 10.5.3.3 If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, Sprint will purchase and install intraoffice cabling at the CLEC's expense. This process is outside the scope of this agreement.
- 10.5.3.4 Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power the unbundled Dark Fiber in order to carry Telecommunications Services is the responsibility of the CLEC.

10.5.4 Dark Fiber Application and Ordering Procedure

- 10.5.4.1 CLEC will submit a Dark Fiber Application (DFA) and application fee to request that Sprint determine the availability of Dark Fiber between the CLEC-specified locations. See Table One for application fee amount.
- 10.5.4.2 Within twenty (20) business days of receipt of DFA, Sprint will provide CLEC with a response regarding fiber availability and price.
- 10.5.4.3 If Dark Fiber is not available, Sprint will notify CLEC of the DFA rejection. CLEC will follow the Dispute Resolution Process outlined in Part B of this Agreement if CLEC wishes to contest the rejection.
- 10.5.4.4 If Dark Fiber is available, CLEC will notify Sprint of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) business days of receipt of quote. Sprint will reserve the

requested Dark Fiber for the CLEC during these ten (10) business days. If, however, CLEC does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.

10.5.4.5 After ten (10) business days of receipt of the price quote, if CLEC has not accepted, CLEC must submit another DFA and application fee.

10.5.4.6 The CLEC will submit a firm order for Dark Fiber via an access service request (ASR)

10.5.4.7 By submitting the Dark Fiber firm order, the CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.

10.5.4.8 Due Date. Sprint will provision Dark Fiber twenty (20) Business Days after it receives firm order from CLEC. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. Sprint will allow CLEC to extend due date for firm order completion up to sixty (60) business days from the date Sprint receives firm order from CLEC. This extended due date must be specified on the firm order.

10.5.4.8.1 Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless.

10.5.4.8.1.1 CLEC cancels firm order before the established due date. If this occurs, CLEC agrees to reimburse Sprint for all costs incurred to date, or

10.5.4.8.1.2 a third party submits firm order for same Dark Fiber. If this occurs, CLEC must begin compensating Sprint for monthly recurring and non-recurring charges in order to reserve fiber, once Sprint is able to provide Dark Fiber to CLEC

10.5.5 Maintenance and Testing

- 10.5.5.1 Sprint is only responsible for maintaining the facilities that it owns.
- 10.5.5.2 Sprint will conduct an end-to-end test of Dark Fiber after receipt of the firm order.
- 10.5.5.3 For meet point arrangements, Sprint will conduct cooperative testing with another carrier at CLEC's request. Additional rates and charges will apply.
- 10.5.5.4 Sprint does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.
- 10.5.5.5 Sprint is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the CLEC requirements.

10.5.6 Rules for Take Back

- 10.5.6.1 Sprint reserves the right to take back Dark Fiber to meet its carrier of last resort obligations.
- 10.5.6.2 Sprint will provide CLEC twelve (12) months written notice prior to taking back fiber.
- 10.5.6.3 If multiple CLECs have leased fiber within a single sheath, Sprint will take back the fiber that was the last to be leased.
- 10.5.6.4 Sprint will provide the CLEC with alternative transport arrangements when Sprint takes back working fiber.
- 10.5.6.5 The Dispute Resolution Procedures found in Part B of this Agreement will be followed if CLEC wishes to contest Sprint's decision to take back its leased fiber.

11 SIGNALING SYSTEMS

- 11.1 Terms and conditions for allowing the KMC to connect to Sprint's signaling system are included in Section 20 of this Agreement.

12 911 AND E911

- 12.1 Sprint will provide KMC with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with this Agreement and Applicable Law.

13 OPERATIONS SUPPORT SYSTEMS (OSS)

- 13.1 Sprint will offer unbundled access to Sprint's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Sprint's databases and information. The OSS element includes access to all loop qualification information contained in Sprint's databases or other records, including information on whether a particular loop is capable of providing advanced services

14 LOOP MAKE-UP INFORMATION

- 14.1 Sprint shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other KMCs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.
- 14.2 If KMC requests Loop Make-Up Information provided to KMC will not be filtered or digested in a manner that would affect KMC's ability to qualify the loop for advanced services.
- 14.3 Sprint shall provide Loop Make-Up Information based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting KMC connects to the Sprint LTD network
- 14.4 Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to the KMC
- 14.5 Sprint may provide the requested Loop Make-Up Information to the KMCs in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. - fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, KMC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.
- 14.6 If CLEC does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop due to a cause that would have been discovered if Loop Make-Up Information had been ordered, CLEC agrees that:
- 14.6.1 KMC will be charged a Trouble Isolation Charge to determine the cause of the failure;

- 14.6.2 If Sprint undertakes Loop Make-Up Information activity to determine the reason for such failure, KMC will be charged a Loop Make-Up Information Charge; and
- 14.6.3 If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, KMC will pay applicable conditioning charges as set forth in Table One

15 INTENTIONALLY LEFT BLANK

16 UNE COMBINATIONS

16.1 Combination of Network Elements

- 16.1.1 KMC may order Unbundled Network Elements either individually or in the combinations as set forth in this Agreement, including EEL.
- 16.1.2 For the purpose of this section, wholesale services includes both services KMC procures for resale pursuant to 251(c)(4) and exchange access service purchased from Sprint's access tariffs

16.2 General Terms and Conditions

- 16.2.1 Sprint will allow KMC to order each Unbundled Network Element individually in order to permit KMC to combine such Network Elements with other Network Elements obtained from Sprint as provided for herein, or with network components provided by itself or by third parties to provide Telecommunications Services to its end users, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's Network. Upon request, Sprint will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Sprint's network, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network
- 16.2.2 KMC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint. Each component of the

commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. When a cross-connect is ordered in combination with a UNE loop, the cross-connect shall be billed at the appropriate UNE rate for such service. Sprint will not ratchet price individual components, that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate tariff, including any applicable resale discounts pursuant to this Agreement. Sprint will provide KMC access to EEL pursuant to Applicable Law. Any request by KMC for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 4 and made available to KMC upon implementation by Sprint of the necessary operational modifications.

16.2.3 If Sprint denies KMC's request to combine any unbundled network elements Sprint must demonstrate to the Commission that the requested combination would undermine the ability of other carriers to obtain access to unbundled network elements or to interconnect with the incumbent LEC's network.

16.2.3.1 Sprint will not deny KMC access to unbundled network elements on the basis that KMC intends to combine or to connect those network elements to wholesale services that KMC purchases from a third party. KMC's use of such network elements are subject to use restrictions included in this agreement. EELs and Commingled EELs must meet the eligibility criteria included in Section 16.4.2.5. Other network elements must comply with the terms herein.

16.2.4 The provisioning of EEL combinations is limited to existing facilities and Sprint is not obligated to construct new facilities to accommodate any request by KMC.

16.3 Specific Combinations and Pricing

16.3.1 In order to facilitate the provisioning of EELs Sprint shall support the ordering and provisioning of these specific combinations as set forth below.

16.3.2 Upon request, Sprint shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled network element, or combination of unbundled network elements, that is available to the requesting telecommunications carrier pursuant to Applicable Law and as provided herein.

16.3.3 Upon KMC's request, Sprint shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled network element, or

combination of unbundled network elements, that Sprint is obligated to make available to KMC in accordance with the terms and conditions in this agreement as well as section 251(c)(3) of the Act and 47 C.F.R. Part 51. Sprint shall perform any conversion from a wholesale service or group of wholesale services to an unbundled network element or combination of unbundled network elements without adversely affecting the service quality perceived by KMC's end-user customer. This does not mean that there will never be any period of planned service outage during each and every conversion from a wholesale service or group of wholesale services to an unbundled network element or combination of unbundled network elements. Conversions of complete services, requiring only billing changes and no physical changes to the facilities, will not normally cause service outages.

16.3.4 Except as agreed to by the parties, Sprint shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and an unbundled network element or combination of unbundled network elements. KMC will be responsible for any applicable termination liabilities that result from requests to convert tariffed wholesale services to unbundled network elements. Standard service order and conversion charges may apply as referenced in Part E and as set forth in Table One.

16.3.5 Except as provided in 47 C.F.R. § 51.318(b), Sprint shall provide access to unbundled network elements and combinations of unbundled network elements without regard to whether KMC seeks access to the elements to establish a new circuit or to convert an existing circuit from a service to unbundled network elements.

16.4 EEL

16.4.1 [Intentionally Left Blank]

16.4.2 EEL is the combination of the NID, Loop, and Dedicated Transport network elements.

16.4.2.1 Sprint will offer the combination of unbundled loops with unbundled dedicated transport consistent with Applicable Law and as described herein, where Sprint is required to provide unbundled dedicated transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. The applicable recurring and nonrecurring charges, include but are not limited to cross connect charges and Service Order Charges.

Sprint will cross-connect unbundled 2 or 4-wire analog or 2-wire digital Loops to unbundled voice grade DS0, DS1, or DS3 Dedicated Transport facilities for KMC's provision of circuit switched telephone exchange service to KMC's end users

16.4.2.2 Multiplexing shall be provided as necessary as part of Dedicated Transport.

16.4.2.3 In order to obtain the following EELS, KMC may self-certify that it satisfies the following service eligibility criteria for each circuit. For existing EELs, CLEC must recertify compliance with the EELs criteria within 60 days of the Effective Date of this Agreement. KMC must continue to be in compliance with the service eligibility criteria for as long as KMC continues to receive the services in this section.

16.4.2.4 EEL Combinations

16.4.2.4.1 Unbundled DS1 Loop in combination with UNE DS1 Dedicated Transport.

16.4.2.4.2 Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service (either special access or resale).

16.4.2.4.3 Unbundled DS1 Loop in combination with UNE DS3 Dedicated Transport.

16.4.2.4.4 Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service (either special access or resale).

16.4.2.4.5 Unbundled DS3 Loop in combination with UNE DS3 Dedicated Transport.

16.4.2.4.6 Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service (either special access or resale).

16.4.2.4.7 Unbundled DS1 Dedicated Transport commingled with DS1 channel termination

- 16.4.2.4.8 Unbundled DS3 Dedicated Transport commingled with DS1 channel termination service
- 16.4.2.4.9 Unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.
- 16.4.2.5 EEL Eligibility Criteria
 - 16.4.2.5.1 KMC must have a state certification to provide local voice service or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area,
 - 16.4.2.5.2 Each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
 - 16.4.2.5.3 Each circuit to be provided to each KMC customer must be assigned one local number prior to the provision of service over the circuit;
 - 16.4.2.5.4 Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has at least 28 local voice numbers assigned to it;
 - 16.4.2.5.5 Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit;
 - 16.4.2.5.6 Each circuit to be provided to each customer must terminate into a collocation that meets one of the following requirements
 - 16.4.2.5.6.1 a collocation established pursuant to section 251 (c) (6) of the Act and located at Sprint's premises within the

same LATA as the CLEC's customer premises, when Sprint is not the collocator, or

16.4.2.5.6.2 a collocation located at a third party's premises within the same LATA as the CLEC's customer premises when Sprint is the collocator.;

16.4.2.5.7 For each 24 DS1 EELs or other facilities having equivalent capacity, KMC must maintain at least one active DS1 local service interconnection trunk and KMC is required to transmit the calling party's number in connection with calls exchanged over each trunk. An interconnection trunk meets the requirements of this paragraph if the requesting telecommunications carrier will transmit the calling party's number in connection with calls exchanged over the trunk, and

16.4.2.5.8 Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

16.4.2.6 Sprint reserves the right, based on cause and upon thirty (30) Days notice, to audit KMC's compliance with the service eligibility criteria defined by the FCC and as set forth above. The Parties will mutually agree to the timing and scope of the audit prior to commencing. Sprint will hire and pay for an independent auditor to perform the audit. KMC will reimburse Sprint if the audit report concludes that KMC failed to comply with the service eligibility criteria. Sprint may request one audit in a calendar year. In the instance of non-compliance, KMC shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are exclusive of Sprint's audit rights in Part B of this Agreement.

17 LINE SPLITTING

17.1 Line Splitting

17.1.1 Sprint shall support KMC's ability to provide combinations of voice services, advanced services, or voice and advanced services in a Line Splitting arrangement

17.1.2 Whenever KMC provides service utilizing an unbundled loop, KMC shall control the entire loop spectrum. In addition, KMC has the right to offer services with the HF portion of the UNE loop either by itself or via an Authorized Advanced Services Provider

17.1.3 Sprint shall institute procedures to allow KMC or its Authorized Advanced Services Provider to order HFS data capabilities on the KMC UNE loop. Examples of the procedures include:

17.1.3.1 Conversion from UNE-L to UNE-L with Line Splitting UNE-L with Line Splitting shall consist of an unbundled loop purchased by KMC, with cross connects provided by Sprint from the office loop termination to the collocation space(s) and/or common splitter location designated by KMC, either directly or through an authorized KMC representative

17.1.3.2 Conversion from UNE-L with Line Splitting to UNE-L. This conversion removes the cross connections described above, and restores the unbundled loop, cross connected by Sprint to KMC's demarcation point for unbundled loops.

17.2 The billing for these additional features shall be billed to KMC, or to an Authorized Advanced Services Provider, if the Advanced Services Provider orders the service directly from Sprint under a different OCN from KMC's OCN. The rates for line splitting will be determined prior to Sprint making the procedures available for ordering.

18 PENDING OR NO FACILITIES

18.1 Consistent with the FCC's Order in Docket No. CC 01-228, *In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers* ("Triennial Review Order"), Sprint may designate an order as "Pending" or "No Facilities". Until a specific timeframe is established, Sprint shall provide notification of Pending or No Facilities at Parity with the timeframe for its retail service in accordance with Commission guidelines and shall specify whether the orders are rejected due to 'pending' facilities, 'no' facilities or additional

construction required. Sprint will evaluate alternative equipment and facility options in accordance with Applicable Law and the terms of this Agreement. Where available, KMC may order an alternative arrangement including resale. KMC will make the final decision to proceed with a service provisioning alternative.

19 MODIFICATIONS TO SPRINT'S EXISTING NETWORK

19.1 Modifications to Unbundled Loop and Dedicated Transport Facilities

19.1.1 Sprint will make routine network modifications to unbundled loop facilities used by KMC where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. KMC will compensate Sprint for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates.

19.1.1.1 In the case of unbundled loop facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater, adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer, and attaching electronic and other equipment that Sprint ordinarily attaches to a DS1 Loop to activate such loop for its own customer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for KMC.

19.1.2 Sprint will make routine network modifications to unbundled dedicated transport facilities used by KMC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. KMC will compensate Sprint for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled

Dedicated Transport rates

19.1.2.1 In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case, adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable KMC to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for KMC.

19.1.2.2 Sprint shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which KMC may obtain or has obtained access pursuant to 47 CFR 51.319.

19.2 Loop Conditioning

19.2.1 Loop Conditioning is defined as the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.

19.2.2 Intentionally left blank

19.2.3 Sprint and will assess charges for loop conditioning in accordance with the prices listed in Table One.

19.2.4 Sprint recommends that KMC utilize the Loop Make-Up process in Section 14 prior to submitting orders for loops intended for advanced services. However, a Loop Make-Up request is not required.

19.2.5 Sprint shall condition a Copper Loop at the request of KMC when KMC is seeking access to a Copper Loop, the high frequency portion of a Copper Loop, or a Copper Subloop to ensure that the Copper Loop or Copper Subloop is suitable for providing digital subscriber line services, including those provided over the high frequency portion of the Copper Loop or

Copper Subloop, subject to Section 21 in this Part, whether Sprint offers advanced services to the end-user customer on that Copper Loop or Copper Subloop.

19.2.6 If Sprint seeks compensation from KMC for line conditioning, KMC has the option of refusing, in whole or in part, to have the line conditioned, and KMC's refusal of some or all aspects of line conditioning will not diminish any right it may have, under the Applicable Law to access the Copper Loop, the high frequency portion of the Copper Loop, or the Copper Subloop

19.2.7 Insofar as it is technically feasible, Sprint shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only

20 LINE SHARING

20.1 General Terms

20.1.1 Sprint shall make available the HFPL for line sharing by KMC pursuant to the following terms and conditions.

20.1.1.1 Grandfathered HFPL For HFPLs that are in service prior to October 2, 2003, Sprint will offer HFPL at the rate effective on October 2, 2003 as long as that HFPL remains in service to the particular KMC end-user.

20.1.1.2 For HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL will be 50% of the applicable UNE Loop rate for October 2, 2004 through October 1, 2005.

20.1.1.3 For HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL will be 75% of the applicable UNE Loop rate for October 2, 2005 through October 1, 2006. After October 1, 2006, KMC must order a stand-alone loop or negotiate a line splitting arrangement with another Telecommunications Carrier.

20.1.2 Intentionally left blank.

20.1.3 Sprint shall make the HFPL available to KMC in only those instances when Sprint is the provider of analog circuit-switched voice band service on that same copper loop to the same End User.

20.1.4 Intentionally left blank.

20.1.5 In the event that the end user being served by KMC via HFPL terminates its Sprint-provided retail voice service, or when Sprint provided retail voice service is disconnected due to "denial for

non-pay", Sprint shall provide reasonable notice to KMC prior to disconnect. KMC shall have the option of purchasing an entire stand-alone UNE digital loop if it wishes to continue to provide advanced services to that end user. If KMC notifies Sprint that it chooses this option, KMC and Sprint shall cooperate to transition DSL service from the HFPL to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If KMC declines to purchase the entire stand alone UNE digital loop, Sprint may terminate the HFPL.

20.1.6 Sprint will use reasonable efforts to accommodate the continued use by KMC as a stand-alone UNE digital loop of the copper loop facilities over which KMC is provisioning advanced services at the time that the Sprint-provided retail voice service terminates, provided that.

20.1.6.1 adequate facilities are available to allow the provisioning of voice service over such other facilities, and

20.1.6.2 KMC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFPL to a stand alone unbundled digital loop as specified in Table One (excluding conditioning charges).

20.1.7 If other such facilities do not exist and the End User being served by KMC via HFPL has its Sprint-provided retail voice service terminated and another carrier ("Voice CLEC") seeks to purchase the copper loop facilities (either as resale or a UNE) over which KMC is provisioning advanced services at the time that the Sprint-provided retail voice service terminates, Sprint will continue to allow the provision of advanced services by KMC over the copper facilities as an entire stand-alone UNE digital loop until such time as the Voice CLEC certifies to Sprint that the End User has chosen the Voice CLEC for the provision of voice service over the existing facilities. Sprint will provide reasonable notice to KMC prior to disconnection.

20.1.8 Any additional maintenance of service conducted at KMC's request by Sprint on behalf of the KMC solely for the benefit of the KMC's services will be paid for by KMC at prices negotiated by Sprint and KMC

20.2 Deployment and Interference

20.2.1 In providing services utilizing the HFPL, Sprint shall allow KMC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-

switched voice band transmissions

- 20.2.2 Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Part B of this Agreement.

21 CALL-RELATED DATABASES

- 21.1 Sprint will offer access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform. Sprint reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment

21.2 Line Information Database (LIDB)

- 21.2.1 The LIDB is a transaction-oriented database that contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries in conjunction with unbundled local switching and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers to determine if the end user associated with the number has requested deny Collect or deny Third Number Billing call restrictions or whether a telephone line number based non-proprietary calling card has a valid Personal Identification Number (PIN).

21.2.2 Technical Requirements

- 21.2.2.1 Prior to the availability of Local Number Portability, Sprint shall enable KMC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-01-XX Group is supported by that LIDB, and NPA-NXX and NXX-0/1XX Group Records, belonging to a NPA-NXX or NXX-0/1XX owned by KMC.
- 21.2.2.2 Subsequent to the availability of a long-term solution for Number Portability, Sprint, under the terms of a separate agreement with KMC, shall enable KMC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number

record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX

21.2.2.3 Sprint shall perform the following LIDB functions for KMC's subscriber records in LIDB: Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and Calling Card Validation

21.2.2.4 Sprint shall process KMC's subscribers' records into LIDB at Parity with Sprint subscriber records. With respect to other LIDB functions Sprint shall indicate to KMC what additional functions (if any) are performed by LIDB in their network

21 2 2 5 Sprint shall perform backup and recovery of all of KMC's data in LIDB at Parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy

21 2 3 Compensation and Billing

21 2.3.1 Access by KMC to LIDB information in Sprint's LIDB Database - KMC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

21 2 3.2 Access to Other Companies' LIDB Database - Access to other companies' LIDB shall be provided at a per query rate established for hubbing of \$0 0035 and a rate for LIDB queries and switching of \$0.065 for a combined rate of \$0 0685.

21.2.4 Authorized Uses of Sprint's LIDB Database - Use of Sprint's LIDB Database by KMC and KMC's customers is limited to obtaining LIDB responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. KMC will not capture, cache, or store any information contained in a LIDB response KMC will prohibit in its tariff or contracts with its customers or other third parties the capture, caching or storage of LIDB response information and passing of any information obtained from a LIDB query response on to any third party

21.3 Calling Name Database (CNAM)

21 3 1 The CNAM database is a transaction-oriented database

accessible via the CCS network. It contains records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements and provides the calling name. The query originator need not be the owner of CNAM data. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'.

21.3.2 Technical Requirements

21.3.2.1 Storage of KMC Caller Names in the Sprint CNAM Database is available under the terms of a separate contract.

21.3.2.2 Sprint shall provide access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries.

21.3.3 Compensation and Billing

21.3.3.1 Access by KMC to CNAM information in Sprint's CNAM Database - KMC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

21.3.3.2 Access to Other Companies' CNAM Database - Access to other companies CNAM shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for CNAM queries and switching of \$0.016 for a combined rate of \$0.0195.

21.3.4 Authorized Uses of Sprint's CNAM Database - Use of Sprint's CNAM Database by KMC and KMC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. KMC will not capture, cache, or store any information contained in a CNAM response. KMC agrees to prohibit via its tariff or contracts with its customers or other third parties the capture, caching or storage of CNAM response information and the passing or resale of any information obtained from a CNAM query response on to any third party.

21.4 Toll Free Number Database

21.4.1 The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from KMC's switch. The Toll Free records stored in Sprint's

database are downloaded from the SMS/800. Sprint shall provide the Toll Free Number Database in accordance with the following:

21.4.1.1 Technical Requirements

21.4.1.1.1 The Toll Free Number Database shall return IXC identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.

21.4.2 Compensation and Billing

21.4.2.1 Access by KMC to the Toll Free Number Database Information - KMC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

21.4.3 Authorized Uses of Sprint's Toll Free Database - Use of Sprint's Toll Free Database by KMC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

21.5 Local Number Portability Local Routing Query Service

21.5.1 TCAP messages originated by KMC's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to KMC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN. Sprint shall provide the LNP Query Service in accordance with the following.

21.5.1.1 Technical Requirements

21.5.1.1.1 KMC agrees to obtain, prior to the initiation of any query or other service under this Agreement, a NPAC/SMS User Agreement with Lockheed. KMC will maintain the NPAC/SMS User Agreement with Lockheed, or its successor, as long as it continues to make LNP queries to the Sprint database. Failure to obtain and maintain the NPAC/SMS User Agreement is

considered a breach of this Agreement and is cause for immediate termination of service. Sprint shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.

21 5.1.1 2 First Usage Notification - Sprint will provide KMC with notification of the first ported number order processed in each NPA/NXX eligible for porting. This shall be provided via E-mail to KMC's designee on a mutually agreeable basis.

21.5.2 Compensation and Billing

21.5.2 1 Access by KMC to the LNP Database information -
- KMC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

21 5.2.2 NPAC Costs - Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against KMC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Sprint shall have no liability to KMC or the NPAC for any of these fees or charges applicable to KMC, even though it may pay such charges for other Sprint companies.

21.6 Sprint will offer interconnection to its signaling transfer points (STPs) for KMC switches which connect to Sprint's STPs via "A" links or for KMC's "B or D" links which are dedicated to the transport of signaling for local interconnection.

PART F – INTERCONNECTION

1. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

This Interconnection Part F sets forth the terms and conditions under which KMC and Sprint will interconnect their networks for the transmission and mutual exchange of telephone exchange traffic and exchange access traffic. Interconnection shall be provided in accordance with Applicable Law including §51.305.

1.1 The Parties shall reciprocally terminate Local Traffic, ISP-Bound Traffic, Transit Traffic (including CMRS traffic) and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

1.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, ISP-Bound Traffic and non-equal access IntraLATA toll traffic ("Local Interconnection Trunk Group")

1.1.1.1 At KMC's election, and absent engineering or other technical limitations, the Parties agree to utilize two-way trunks (one-way directionalized) or two-way trunks (two-way directionalized). Post implementation, the parties will work cooperatively on any related issues including billing to convert two-way trunks (one way directionalized) to full two-way trunks (two-way bi-directional). The parties agree to form an implementation team consistent with the interconnection agreement to resolve issues relating to the implementation of two-way interconnection trunks, including billing issues. This also includes issues such as routing of traffic and capacity assessment to assure blockages do not occur for either Party.

1.1.2. Separate two-way trunks will be made available for the exchange of equal-access local transit traffic, InterLATA, and IntraLATA interexchange traffic that transits either Party's network.

1.1.3. KMC may use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry telecommunications traffic, provided such combination of traffic is technically feasible and not for the purpose of avoiding access charges.

1.1.4. Sprint shall provide trunking in accordance with applicable Telcordia and other industry standards.

1.1.5. At KMC's request, Sprint shall provide for overflow routing from a given KMC trunk group or groups onto another KMC trunk group or groups as KMC designates.

- 1.1.6 Sprint and KMC shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXCs. These trunk groups can be provided in a "meet point" arrangement.
- 1.1.7. Separate trunks will be utilized for connecting KMC's switch to each 911/E911 tandem
- 1.1.7.1 Notwithstanding the foregoing, the Parties agree that where KMC represents and warrants to Sprint that it will only offer data services and will not provide voice service to its end users over the network elements furnished by Sprint, separate trunks will not be required for connection of KMC's switch to the 911/E911 tandem.
- 1.1.7.1.1. KMC understands and agrees that, should it provide voice service, it is required to meet all applicable 911 service requirements in accordance with Applicable Law, and
- 1.1.7.1.2 KMC agrees to begin implementing access to 911 to meet its obligations sufficiently in advance of the planned implementation of voice service to meet its 911 requirements.
- 1.1.8. Separate trunk group for Directory Assistance and/or Operator Services from Sprint KMC, at its option, may establish trunks from its own Operator Services platform directly to Sprint's Operator Service center.
- 1.1.9. Intentionally Left Blank.
- 1.1.10. At either Party's request, the Parties agree to work cooperatively to determine the feasibility of combining Local/IntraLATA Trunk Groups and IXC/Transit Trunk Groups on single Interconnection Trunk Groups ("Joint Interconnection Trunk Groups"). Whenever the parties mutually agree to implement Joint Interconnection Trunk Groups and ordering and billing procedures have been established:
- 1.1.10.1 KMC may order new Joint Interconnection Trunk Groups in accordance with such ordering and billing procedures. In addition, at KMC's written request, the Parties will work together in good faith to convert existing Local/IntraLATA Trunk Groups and IXC Trunk Groups into Joint Interconnection Trunk Groups; provided that the Parties will complete such conversions within an interval and at appropriate charges negotiated by the Parties.
- 1.1.11. Sprint will cooperate with the KMC to install trunk group(s), at

KMC's expense if legacy OS/DA interfaces require a special interconnection arrangement to allow transport of KMC originating OS/DA calls that terminate to AT&T.

1.2 Points of Interconnection

1.2.1. Methods of obtaining interconnection and access to unbundled elements under section 251 of the Act shall be in accordance with Applicable Law including § 51.321

1.2.2. Physical Point of Interconnection ("POI") means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between KMC and Sprint for the local interconnection of their networks

1.2.3 KMC will establish a minimum of one Physical POI per LATA that it wishes to exchange traffic with Sprint or receive Sprint-originated traffic. In addition KMC will also establish a physical POI at each Sprint tandem where KMC wishes to exchange traffic with Sprint. In addition, KMC is required to have a physical POI at Sprint's Henderson end-office

1.2.3.1 Based on the Parties understanding of the current traffic exchange between the Parties, as of the Effective Date of this Agreement, the Parties agree to establish or maintain POIs at the following locations subject to 1.2.1:

1.2.3.2 LATA 956 POI at Johnson City tandem, POI at Kingsport End Office, POI at Bristol End Office.

1.2.3.3 Additional POIs may be established by mutual agreement and may be established at any Technically Feasible point. Required POIs may be decommissioned by mutual agreement.

1.2.4 If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two networks. The Parties shall mutually agree on a mid-span point within the LATA and within Sprint's service territory in accordance with Applicable Law, and each Party will pay 100% of the costs of the facilities from the mid-span point to its network. Sprint will be the "controlling carrier" for purposes of MECOD guidelines.

1.2.5 If third party (*i.e.* Competitive Access Provider or "CAP") leased facilities are used for interconnection, the Physical POI will be defined as the Sprint office in which the third party's leased circuit terminates

1.2.6 If KMC utilizes leased facilities under a meet point arrangement

between Sprint and a third party (*i.e.* a connecting ILEC) the Physical POI will be Sprint office where the leased facility terminates

1.2.7 Intentionally left blank

1.2.8 The Parties, to meet their obligations of this Attachment, may purchase transport from the other Party for transport and termination of traffic.

1.2.9 Each Party will be responsible, including financial responsibility, for facilities used for the exchange of traffic on its side of the POI. Consistent with Applicable Law, Sprint will lease facilities used for interconnection, including inter-tandem transport, at the TELRIC-based rates in Table One

1.3 Technical Requirements for Interconnection

1.3.1 Interconnection at the Sprint Tandem:

1.3.1.1 Interconnection to Sprint Tandem Switch(es) will provide KMC local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network

1.3.1.2 Interconnection to a Sprint Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.

1.3.1.3 Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide KMC access to Sprint's end offices

1.3.2. Interconnection at the Sprint End Office

1.3.2.1. Interconnection to Sprint End Office Switch will provide KMC local interconnection for local service purposes to the Sprint NXX codes served by that end office and any Sprint NXXs served by remotes that subtend those End Offices.

1.4. Joint Fiber Facilities.

1.4.1. Joint Optical Interconnection

1.4.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, KMC and Sprint shall jointly engineer and operate a Synchronous Optical

Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off

1.4.1.2 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.4.1.3. Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Sprint Interconnection Wire Center ("BIWC").

1.4.1.4 KMC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the KMC Interconnection Wire Center ("KMC Wire Center")

1.4.1.5. KMC shall designate a manhole or other suitable entry way located outside the BIWC and Sprint shall make all necessary preparations to receive and to allow and enable KMC to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. KMC shall deliver and maintain such strands wholly at its own expense. Sprint shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at Sprint's expense.

1.4.1.6. Sprint shall designate a manhole or other suitable entry way outside KMC's Wire Center and KMC shall make all necessary preparations to receive and to allow and enable Sprint to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at KMC's Wire Center. Sprint shall deliver and maintain such strands wholly at its own expense. KMC shall take the fiber from the manhole and terminate it inside KMC's Wire Center in the FOT equipment at KMC's expense.

1 4 1 7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and IntraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1 4 1.8. Notwithstanding the provisions of Attachment, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and IntraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic. Charges for the use of the JOI for transit traffic shall be billed by KMC to the appropriate carrier.

1.4.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.4.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1 4 1 11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1 4.1 12 Unless otherwise limited by existing equipment constraints in subsection 1.3 1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

1 4.2 Fiber Meet.

1 4.2.1. If KMC elects to establish a Point of Interconnection with Sprint pursuant to a Fiber Meet, KMC and Sprint shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system, where available, by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within

a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.4.2.2. Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Sprint Interconnection Wire Center ("SIWC").

1.4.2.3. KMC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the KMC Interconnection Wire Center ("KMC Wire Center").

1.4.2.4. The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable KMC to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. Sprint shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.4.2.5. Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by KMC, Sprint shall allow KMC access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.4.2.6. The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.4.2.7. Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.4.2.8. Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other

services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff

- 1 4 2 9. Unless otherwise limited by existing equipment constraints in §1 3 2 1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels

2. INTERCONNECTION COMPENSATION MECHANISMS

Scope of transport and termination pricing rules in accordance with Applicable Law including § 51.701.

2 1. Interconnection Compensation

2.1 1 Each Party is responsible for bringing its facilities to the POI

2 1.2. Intentionally left blank

2 1.3 Intentionally left blank

2.2 Compensation for Local Traffic Transport and Termination. Reciprocal compensation obligation of the Parties in accordance with Applicable Law including § 51 703.

2 2.1. The POI determines the point at which the originating carrier shall pay the terminating carrier for the completion of traffic. The following compensation elements shall apply:

2.2.1 1. "Transport," which includes the two (2) rate elements, dedicated and common transport, of transmission and any necessary Tandem Switching of Local Traffic from the interconnection point between the two (2) carriers to the terminating carrier's end-office switch that directly serves the called end-user, and

2.2 1.2. "Termination," which includes the switching of Local Traffic at the terminating carrier's end office switch

2 3. When a KMC subscriber places a call to Sprint subscribers, KMC will hand off that call to Sprint at the POI. Conversely, when Sprint hands over Traffic to KMC for KMC to transport and terminate, Sprint must use an established POI, or POIs, within the LATA.

2.3.1. Intentionally left blank

2.4 When the Physical POI is at the Sprint Tandem Switch, KMC shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.

2.4.1 Charges billed to Sprint by KMC for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses the KMC for the same services Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC directly from an end office, Sprint shall pay CLEC end office termination Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC from the tandem and the CLEC switch serves a geographical area that is comparable to the area served by the Sprint tandem, Sprint shall pay CLEC for Tandem Switching, common transport, and end-office termination. If the CLEC switch serves a geographical area that is not comparable to the area served by the Sprint tandem, Sprint shall pay CLEC end-office termination

2.4.2 Intentionally left blank.

2.4.3 Intentionally left blank

2.4.4 KMC may choose to establish direct trunking to any given end office, where Technically Feasible For calls terminating from KMC to subscribers served by these directly-trunked end offices, KMC shall also pay for end office termination For calls terminating from Sprint to KMC, Sprint shall also pay for end office termination.

3. SIGNALING

- 3.1. Signaling protocol The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN user part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to
- 3.2 The Parties will provide CCS to each other in conjunction with all trunk groups supporting Local Traffic and transit and toll traffic The Parties will cooperate on the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions. The exchange of TCAP messages will be on a bill-and-keep basis for messages associated with local traffic Nothing in this agreement shall be construed to mean that CNAM information or any other queries such as Toll Free Database, Local Number Portability or LIDB will be exchanged on a bill and-keep basis. All available CCS signaling parameters will be provided including, but not limited to ANI, originating line information ("OLI"), calling party category, Charge Number, and CPN All privacy indicators will be honored. For terminating FGD, Sprint will pass CPN if it receives CPN from FGD carriers All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by KMC wherever such information is needed for call routing or billing The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.
- 3.3. Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code Where ESF/B8ZS is not available, KMC will agree to use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
- 3.3.1. Where KMC is unwilling to utilize an alternate interconnection protocol, KMC will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between KMC and Sprint. Where additional equipment is required, such equipment would be obtained,

engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, KMC, or Sprint internal customer demand for 64K CCC trunks. If technically feasible these trunks will be established as two-way

4. NETWORK SERVICING

4.1 Trunk Forecasting

4.1.1 The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. For markets where the Parties are not interconnected, the initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

4.1.1.1. Yearly forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two (2) years (current plus one (1) year),

4.1.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;

4.1.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.1.2. Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.

- 4.1.2.1 Intentionally left blank
- 4.1.2.2 Intentionally left blank.
- 4.1.3 Each Party shall provide a specified point of contact, to include name, phone number, for planning forecasting and trunk servicing purposes.
- 4.1.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by KMC and Sprint
- 4.1.5. The parties agree to abide by the following if the forecast vary significantly and a forecast cannot be agreed to. local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:
 - 4.1.5.1 In the event that one Party over-forecasts its trunking requirements by twenty percent (20%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs
 - 4.1.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.
 - 4.1.5.3 Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another Party
- 4.2 Grade of Service. A blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a KMC end office and a Sprint access Tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (1%) Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).
- 4.3 Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering
- 4.3.1. As discussed in this Agreement, both Parties will jointly manage the

capacity of local interconnection trunk groups Sprint's trunk servicing group will send a trunk group service request ("TGSR") to KMC to trigger changes Sprint desires to the local interconnection trunk groups based on Sprint's capacity assessment KMC will issue an ASR to Sprint.

4.3.1.1. Within ten (10) business days after receipt of the TGSR upon review of and in response to Sprint's TGSR; or

4.3.1.2. At any time as a result of KMC's own capacity management assessment, to begin the provisioning process.

4.3.2. The standard interval used for the provisioning of local interconnection trunk groups shall be determined by subscriber desired due date, but in no event shall it be longer than ten (10) working days

4.3.3. Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among Sprint and KMC work groups, including, but not limited to, the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX Code moves, re-homes, facility grooming, or network rearrangements

4.3.4. KMC and Sprint agree to exchange escalation lists which reflect contact personnel including vice president level officers. These lists shall include name, department, title, phone number, and fax number for each person. KMC and Sprint agree to exchange an up-to-date list on a quarterly basis

4.3.5. Sprint agrees to provide traffic utilization reports to KMC for Interconnection trunks and End Offices subtending the tandem, for use by the Parties to determine End Office and Interconnection trunking requirements where KMC interconnects. The reports shall contain traffic utilization data reflected in industry standard format, with industry standard thresholds which can be used to determine the trunks needed to meet the traffic demand. The Parties agree to work cooperatively to develop and exchange these reports.

4.3.6. Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the Data Interexchange Carrier (DIXC) process. The traffic data to be exchanged will include, but is not limited to, Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance

Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

5. NETWORK MANAGEMENT

- 5.1 Protective Protocols Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. KMC and Sprint will immediately notify each other of any protective control action planned or executed.
- 5.2 Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.
- 5.3 Mass Calling KMC and Sprint shall cooperate and share pre-planning information, where available, regarding cross network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network. Mass calling numbers are not cannot be used in conjunction with INP.

6. USAGE MEASUREMENT

- 6.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement
- 6.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.
- 6.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection Trunk Groups.
 - 6.3.1 Intentionally left blank

7. TRANSIT TRAFFIC

7.1. Transit Traffic means the delivery of traffic originated by or terminated to the end user of one Party and terminated to or originated by a third party telecommunications carrier through the other Party over the appropriate interconnection trunks. The following traffic types will be delivered by either Party: local traffic, ISP-Bound Traffic, intraLATA toll, and switched access traffic, and intraLATA 800 traffic.

7.2. Terms and Conditions

7.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party telecommunications carrier for the exchange of transit traffic to that third party, unless the Parties agree otherwise in writing.

7.2.2. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third telecommunications carrier charges for termination of any identifiable transit traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.

7.2.3. Notwithstanding any other provision to the contrary, once the Transit Traffic volume between KMC and Sprint exceeds a DS1 equivalent of traffic for a specific third party, Sprint may no longer provide transit service and KMC must establish a direct interconnection with the third party for the exchange of such traffic. Within sixty (60) days of when traffic exceeds this threshold, KMC shall establish a direct interconnection with such third party. After sixty (60) days, if KMC has not established a direct interconnection and if KMC is exercising its best efforts to implement a direct connection with such third party, Sprint shall continue to transit the traffic. If Sprint disagrees that KMC is using its best efforts to implement a direct connection, Sprint may seek relief pursuant to Dispute Resolution provisions.

7.3. Payment Terms and Conditions

7.3.1. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:

7.3.1.1. The originating Party shall pay to the transiting Party a transit service charge as set forth in Table One, and

7.3.1.2. If the terminating Party requests, and the transiting Party does not provide the terminating Party with the

originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party

7.4 Billing Records and Exchange of Data

7.4.1 Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including ANI, OLI, originating telephone number, local routing number and CIC.

7.4.2. The transiting Party agrees to provide the terminating Party information on traffic originated by a third party Telecommunications Carrier. To the extent either Party incurs additional cost in providing this billing information, the receiving Party agrees to reimburse the Party providing the terminating information for its reasonable direct costs of providing this information.

7.4.3 To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

8. INDIRECT TRAFFIC

8.1 Interconnection

8.1.1. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic.

8.1.2. Interconnection to a Carrier location within a tandem serving area will provide Sprint with access to the Carrier's facilities within that MTA and to other companies which are likewise connected to Carrier within that tandem serving area for local and toll service purposes.

8.2. Exchange Of Traffic

8.2.1. The Parties will send each other Indirect Traffic, and may also send each other Transit Traffic.

8.2.2 Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third

party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party

8.2.3 Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting Party.

8.2.4. Notwithstanding any other provision to the contrary, once the Indirect Traffic volume between KMC and a Sprint end office exceeds a DS-1 equivalent of traffic, the Parties agree to establish a direct interconnection for the exchange of traffic with that end office. Sprint will notify KMC when the traffic volume reaches a DS-1 equivalent of traffic. Within ninety (90) days of such notification KMC shall establish a direct interconnection with Sprint.

8.3 Compensation for Indirect Traffic

8.3.1 Non-Local and Non-ISP-Bound Indirect Traffic

8.3.1.1 Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

8.3.1.2 Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Party's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

8.3.2 Local Traffic and ISP-Bound Traffic. The rates set forth on Table One shall apply, in accordance with Part F.

8.3.2.1 Indirect Traffic Terminating to Sprint

8.3.2.1.1 Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from the originating Party through the Third Party transiting party, and the over terminating Party's facilities through a Tandem Switch or an End Office Switch would include charges from the terminating Party for Common Transport to the Tandem Switch, Tandem Switching, Common Transport to the End Office Switch and End Office switching in accordance with Part F.

- 8.3.3 Transit Traffic. The originating Party shall pay the transiting Party for the rate elements used, including Common Transport and Tandem Switching rate elements.

9. RESPONSIBILITIES OF THE PARTIES

- 9.1. Sprint and KMC agree to treat each other fairly, non-discriminatorily, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.
- 9.2. KMC and Sprint shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups
- 9.3. The Parties may agree, upon request from KMC, to establish quarterly Network Management joint meetings, via conference call or other forum to review forecasts, utilization reports, network design and any open issues related to the Interconnection or the Parties networks
- 9.4. KMC and Sprint shall.
- 9.4.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 9.4.2 Notify each other when there is any change affecting the service requested, including the due date
- 9.4.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date
- 9.4.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 9.4.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
- 9.4.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
- 9.4.7. Provide to each other test-line numbers and access to test lines
- 9.4.8. Cooperatively plan and implement coordinated repair procedures

for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner

PART G – LOCAL NUMBER PORTABILITY

1. SPRINT PROVISION OF NUMBER PORTABILITY

- 1.1 Sprint shall provide number portability in accordance with requirements of the Act and FCC Rules and Regulations. Currently available interim number portability (“INP”) shall be provided by Sprint to KMC in accordance with FCC Rules and Regulations. INP shall be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of KMC services. Sprint shall provide number portability in conformance with FCC Rules and Regulations and the Act.

2. INTERIM NUMBER PORTABILITY (“INP”)

- 2.1 INP shall be provided by Remote Call Forwarding (“RCF”) or Direct Inward Dialing (“DID”) or upon request, Route Indexing (“RI”), if technically feasible. KMC shall specify on a per telephone number basis which method of INP is to be employed and Sprint shall provide such method to the extent technically feasible.
- 2.2 Remote Call Forwarding. Remote Call Forwarding (“RCF”) is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide interim number portability, calls to the ported number will first route to the Sprint switch to which the ported number was previously assigned. The Sprint switch will then forward the call to a number associated with the KMC designated switch to which the number is ported. KMC may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.
- 2.3 Direct Inward Dialing. DID is an INP method that makes use of direct inward dialing trunks. Each DID trunk group used for INP is dedicated to carrying FLEX-DID INP traffic between the Sprint end office and the KMC switch. Traffic on these trunks cannot overflow to other trunks, so the number of trunks shall be conservatively engineered by Sprint. Also, inter-switch signaling is usually limited to multi-frequency (“MF”). This precludes passing CLID to the KMC switch.

2.4 Route Indexing. Route Indexing may take two forms: Route Index-Portability Hub (“RI-PH”) or Directory Number-Route Index (“DN-RI”). Route Indexing may be offered, upon request, once joint trials between Sprint and KMC or another CLEC have yielded mutually agreeable results. Trialing will include, but is not limited to, issues of interoperability requirements, trunking (*i.e.*, one way or two way), and signaling (*i.e.*, inband or SS7).

2.4.1 RI-PH will route a dialed call to the Sprint switch associated with the NXX of the dialed number. The Sprint switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to KMC. The prefixed dialed number is transmitted to the Sprint tandem switch to which KMC is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to KMC’s switch so the routing of the call can be completed by KMC.

2.4.2 DN-RI is a form of RI-PH that requires direct trunking between the Sprint switch to which the ported number was originally assigned and the KMC switch to which the number has been ported. The Sprint switch shall send the originally dialed number to the KMC switch without a prefix.

2.4.3 In the joint trials, KMC and Sprint will agree upon the type of Route Indexing that will be supported by Sprint. Sprint shall provide RI-PH or DN-RI on an individual telephone number basis. Where technically feasible, KMC may designate that calls to ported numbers are first directed to the KMC switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

2.4.4 The trunking requirements will be agreed upon by Sprint and KMC resultant from trialing. These trunking options may include SS7 signaling, inband signaling, and may be one way or two way. For either RI-PH or DN-RI, the trunks used may be the same as those used for exchange of other Local Traffic and toll traffic between Sprint and KMC.

2.5 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the block to KMC through the Local Exchange Routing Guide (“LERG”). Updates to translations in the Sprint switching office from which the telephone number is ported will be made by Sprint prior to the date on which LERG changes become effective, in order to redirect calls to the KMC switch via route indexing.

2.6 Other Currently Available Number Portability Provisions

2.6.1 Where SS7 is available, Sprint shall exchange with KMC, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services ("CLASS") or other features available in the Sprint network, if technically feasible.

2.6.2 Upon notification that KMC will be initiating INP, Sprint shall disclose to KMC any technical or capacity limitations that would prevent use of the requested INP in the affected switching office. Sprint and KMC shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including updating switch translations where necessary within five (5) minutes after notification that physical cut-over has been completed (or initiated), as KMC may designate.

2.6.3 For INP, KMC shall have the right to use the existing Sprint 911 infrastructure for all 911 capabilities. When RCF is used for KMC subscribers, both the ported numbers and shadow numbers shall be stored in ALI databases. KMC shall have the right to verify the accuracy of the information in the ALI databases.

2.6.4 When any INP method is used to port a subscriber, the donor provider must maintain the Line Information Database ("LIDB") record for that number to reflect appropriate conditions as reported to it by the porting service provider. The donor must outclear call records to KMC for billing and collection from the subscriber. Until such time as Sprint's LIDB has the software capability to recognize a ported number as KMC's, Sprint shall store the ported number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the ported number. At such time as Sprint's LIDB has the software capability to recognize that the ported number is KMC's then, if KMC desires to store numbers on Sprint's LIDB, KMC shall comply with the requirements set forth in Attachment 3 of this Agreement.

2.6.5 Sprint should send a CARE transaction 2231 to notify the IXC that access is now provided by a new CLEC for that number.

3. NUMBER PORTABILITY (“NP”)

- 3 1 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP consistent with the processes and implementation schedules for LNP deployment prescribed by the FCC. In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that may be adopted by the state Commission or the FCC. Such requirements and guidelines include, but are not limited to, ordering and provisioning process flows, SMS administration, NPAC administration, regression testing, and network architecture as described in the Second Report and Order (FCC 97-289). The Parties shall implement the generic requirements for LNP as ordered by the FCC and recommended by the NANC. The Parties shall work cooperatively to implement standards adopted by the North American Numbering Council (NANC) or telecommunications industry form
- 3 2 The requirements for LNP shall include the following
- 3.2.1 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations
- 3 3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).
- 3.4 Ordering. To port a telephone number using LNP, the Parties shall adhere to the procedures described in Attachment 8 of this Agreement.
- 3 5 Network Architecture
- 3 5 1 Architecture shall be consistent with the FCC’s 2nd Report and Order.
- 3.6 Signaling In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders
- 3 7 N-1 Query Sprint and KMC will adhere to the NANC recommendations as adopted by the FCC in Order No. 97-298, released August 18, 1997.
- 3 8 Porting of Reserved Numbers and Suspended Lines. Customers of

each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer's CSR. In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

3.9 Splitting of Number Groups If blocks of subscriber numbers (including, but not limited to, DID numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. Sprint and KMC shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. Sprint and KMC shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 1 of this Agreement.

3.10 Intercept Announcement - Cause Code 26 If a call to a ported number is routed to either Party's switch, even though the LRN signaled on the call is for the receiving Party's switch, then the receiving Party's switch will provide Cause Code 26 treatment either (i) by playing an appropriate intercept announcement; or (ii) by releasing the call back to the originating switch with the release cause shown as Code 26. The intercept announcement played in this situation will suggest that the call be re-tried at a later time; the caller must not be encouraged to immediately retry the call. This subsection 3.10 shall not relieve the Parties of any of their LNP duties and obligations as set forth in this Section.

4. REQUIREMENTS FOR INP AND NP

4.1 Cut-Over Process

Sprint and KMC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.

4.1.1 For a Coordinated Cutover Environment, Sprint shall verbally coordinate with KMC the disconnect and switch translations as close to the requested time as possible. The coordination shall be pre-specified by KMC and agreed to by both Parties and in no case shall begin more than twenty (20) minutes after the agreed upon time.

4.1.2 For a Non-Coordinated Cutover Environment, Sprint shall schedule a mechanized update of disconnect and switch translations at the KMC requested cutover time. Such updates will be available to KMC at Parity with Sprint's own availability for such activity. Sprint shall provide an operations contact whom KMC can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, and if Sprint is unable to resolve the issue within sixty (60) minutes, Sprint shall notify KMC of the issue and KMC and Sprint shall determine the plan to resolve it.

4.2 Testing

4.2.1 Sprint and KMC shall cooperate in conducting KMC's testing to ensure interconnectivity between systems. Sprint shall inform KMC of any system updates that may affect the KMC network and Sprint shall, at KMC's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

4.3 Installation Time Frames

4.3.1 If the installation of RCF INP must be coordinated with the installation of another Sprint provided service, then the applicable installation time frame shall be that of the other Sprint service being installed, or as mutually agreed when no such time frame has been previously established. Otherwise, the installation time frames for RCF INP shall be developed pursuant to the Implementation Plan as described in Part B, Section 32.

4.3.2 If a subscriber elects to move its Telephone Exchange Service back to Sprint while on an INP arrangement, Sprint shall notify KMC of the Subscriber's termination of service with KMC and the Subscriber's instructions regarding its telephone number(s) within two (2) business days of receiving notification from the Subscriber.

4.4 Call Referral Announcements

4.4.1 Sprint shall allow KMC to order all referral announcements, and specify the particular announcement from Sprint's standard set of call referral announcement options, on a per telephone number basis, for telephone numbers which KMC has ported from Sprint to KMC and for which INP measures have, at KMC's direction, been terminated.

4.5 Engineering and Maintenance

4.5.1 Sprint and KMC will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at Parity with that provided by Sprint to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation

4.6 Operator Services and Directory Assistance

With respect to operator services and directory assistance associated with NP for KMC subscribers, Sprint shall provide the following.

4.6.1 While INP is deployed and prior to conversion to NP:

4.6.1.1 Sprint shall allow KMC to order provisioning of Telephone Line Number ("TLN") calling cards and Billed Number Screening ("BNS"), in its LIDB, for ported numbers, as specified by KMC. Sprint shall continue to allow KMC access to its LIDB. Other LIDB provisions are specified in this Agreement, and

4.6.1.2 Where Sprint has control of Directory Listings for NXX codes containing ported numbers, Sprint shall maintain entries for ported numbers as specified by KMC.

4.7 Number Reservation

4.7.1 When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the donor provider.